

THE
Second Part

Of the YOUNG
CLERKS GUIDE:

Or, a second
COLLECTION

Of Choyce
English Presidents

For Indentures of Settlements,
Letters of Licence and Compo-
sition, Assignments, Letters of
Attorney, Conditions, Olli-
gations in *English*, and
sundry others.

Compiled by Sir R. H.

And perused by a judicious Practiser,
very useful and necessary for all.

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His Indenture made the first day of June, in the year of our Lord God, according to the computation used in England, 1651 between T. N. of, &c. of the one part, and J. J. H E and S R of the other part, witnesseth, That the said T N for and in consideration of a Marriage already agreed upon, and shortly by Gods grace to be had and solemnized between T N second son of the said T N. and Sara M single woman, daughter of M N late of, &c. deceased, and for the love and affection which he beareth to his said son, and for a competent Joynture to be had and provided to and for the said Sara, and for provision of maintenance for her, and for seeling the inheritance of the Lands and Tenements herein after mentioned to such use and uses, and upon such trusts and confidence, as are herein declared, limited or expressed, and for divers other good considerations him moving, hath granted, enfeoffed, released and confirmed, and by, &c. unto
B the

the said J J H and R and to their heirs and assigns for ever, all that Messuage or Tenement, with the appurtenances, situate, &c. and one yard land, Meadow, or Pasture to the said Messuage or Tenement belonging, that is to say, one Close, &c. and also all houses, edifices, buildings, barns, stables, orchards, gardens, back-sides, courts, void grounds, lands, meadows, leasowes, feedings, pastures, commons, woods, underwoods, trees, hedge, rowes, waies, waters, ponds, pools, fishings, fishing-places, profits, commodities, hereditaments and appurtenances whatsoever, to the said messuage, tenement, yard-land and premises, or any part or parcel thereof, now, or at any time heretofore belonging or appertaining, and all rents, reversion, remainders, and services of the said premises, and every part thereof, to have and to hold the said messuage or tenement, and all and singular other the premises before mentioned, meant, or intended to be granted, infeoffed and confirmed, and every part and parcel thereof, with the appurtenances to the said J J H E and S R to their heirs and assigns for ever, to the only uses, intents and purposes, hereafter in these presents limited, expressed and declared, and to none other use, intent or purpose (that is to say) to the use and behoof of the said J J H E and R S and of their heirs, until the solemnization of the said marriage, between the said T N the son and Sara the M. and from and after the solemnization of the said marriage to the use and behoof of the said J J H E and S R and of their heirs, for and during the natural life of the said Sara, and from and after the decease to the use and behoof of the said T N her Son, for and during the term of his natural life, and from and after the death of the said Sara M. and T N to the use and behoof of the heirs of the body of the said Sara M. by the said

T N

T N the son, begotten and to be begotten, and for default of such heirs, to the use and behoof of the said T N the son, and of the heirs of his body, and for default of such heirs, to the use of the said T N the father, and of his heirs and assigns for ever, and the said T N the father, for himself, his heirs, executors and administrators, and every of them doth covenant, promise and grant, to and with the said J J H E and S R and every of them, their and every of their heirs and assigns by these presents, that he the said T N the father, at the time of the enfealing and delivery thereof, is the true and lawfull owner of the said Messuage, tenement, and premises, and every part thereof, and of and in the same and every part and parcel lawfully and rightfully seised of a good estate of inheritance in fee-simple, and also that he the said T N the father, at the time of the enfealing and delivery hereof, hath full power, good right, and lawfull authority, to grant, convey and assure the said premises, and every part thereof to the said J J H E and S R their heirs and assigns in manner and form aforesaid, according to the true intent and meaning hereof, and that the said Messuage, tenement and premises, and every part and parcel thereof, with the appurtenances now be and are, and so from time to time, and at all times hereafter for ever shall or may be, remain and continue unto the uses, intents, and purposes aforesaid, and according to the true intent and meaning hereof, clearly acquitted and discharged of and from all and all manner of former and other bargains, sales, gifts, grants, leases, mortgages, joyntures, statutes, recognizances, judgments, extents, and of and from all other titles, charges, troubles, and incumbrances whatsoever, had made, done, committed or suffered to be done, by him the said T N the father, or by any other person or

persons whatsoever, except one Indenture of Lease bearing date, &c. made and granted of the premises by T H to the said N H and M his wife, and to M their daughter for term of their lives, successively one after another, at and under the yearly rent of forty shillings of lawfull money of *England*, quarterly to be paid by even portions, and also except one other lease or Indenture, bearing date, &c. made and granted of the said premises by the said T N the father of G M, &c. for one thousand years, with a proviso, to be void upon payment made of certain sums of money, at certain times therein mentioned, whereof only one day is past, and the money then due is paid, and without any let, interruption, challenge, claim, disturbance, or incumbrance, of or by him the said T N the father, or his heirs, and without any lawfull let or interruption, challenge, claim, disturbance or incumbrance, of or by him the said T N or any other person or persons, claiming or to claim, by or under him, or his estate, right, title, or interest, except such as shall or may claim by or under the leases before excepted or either of them, and for the term thereby granted only: and the said T N the Father doth further for himself, his heirs, executors, and administrators, covenant, promise and grant, to and with the said J J H B and S R and every of them, their heirs and assigns by these presents, that he the said T N the father and his heirs, and all and every other person and persons, lawfully claiming or to claim by or under him (except such as shall or may claim by or under the leases before excepted) shall and will from time to time, and at all times hereafter upon the reasonable request, and at the costs and charges in the Law of the said J J H E and S R or any of them, their heirs, or assigns, make, do, and execute all such further acts, things, and assurances, for the
fur-

further and better assuring of the said premises, and every part thereof, to the uses, intents and purposes aforesaid, as by them the said J J H E S R or any of them, their heirs and assigns, shall be in that behalf reasonably devised, or advised and required, and that all fines and other assurances, at any time hereafter to be had, levied or executed of the premises, or any part thereof, shall be, and shall be deemed, adjudged and taken to be, to and for the uses, intents and purposes in these presents mentioned, limited and declared, and it is expressed and declared by all the said parties, that the said estate for the life of the said Sara, limited to the said J J H E S R as aforesaid, is so limited upon special trust and confidence in them reposed, that they and every of them their heirs and assigns, respectively, to whose hands or custody any of the Rents, issues, or profits of the said premises shall come, during the life of the said Sara, shall from time to time pay, deliver, dispose, and imploy the same rents, issues and profits, and every part thereof, either to the said Sara her self, or to such other person or persons, use or uses, as she the said Sara shall by any writing under her hand from time to time, limit or appoint; provided always, and it is neverthelesse covenanted & granted by and between the said Parties, that in case John N son and heir apparent of the said T N the father, shall within seven years next ensuing the date hereof, at his own proper cost and charges, well and sufficiently convey or assure, or cause to be conveyed and assured by good and sufficient ways and means in the law, to the said J J H E S R and to their heirs, or to the Survivor or Survivors of them, and to his or their heirs, to and for, and upon the like uses, intents, trusts, confidences and purposes, as are before herein limited, expressed & declared, messuages, lands, & tenements, situate, lying, or being in, &c. & which

shall be of as much more clear yearly value, as the said messuage, tenement and premises hereby mentioned, meant or intended to be granted, and of every part thereof shall be then worth, that then, from and after such conveyance and assurance, passed and perfected, the use and uses, trusts and confidences, herein before limited and expressed, shall cease, determine and end, and then & from thenceforth they the said J J H E and S R and their heirs shall stand, and be seized of and in the said Messuage, tenement, and premises hereby mentioned, meant or intended to be granted, and of every part thereof to the use and behoof of him the said J N his heirs and assigns for ever, and to no other use, intent or purpose whatsoever, any thing herein contained to the contrary thereof in any wise notwithstanding. In witness, &c.

A Charterparty of affreightment.

THis Charterparty of freightment indented, made the, &c. by R H and A N owners of the good ship called the H of London, of the burthen of, &c. now riding in the River of Thames (whereof is Master under God I P) of th' one part, and H S of th' other part, witnesseth, that the said Owners have granted and letten to freight to the said H S the aforesaid ships; and that the said H S hath hired her for a voyage to be made with her by Gods grace in manner and form following, viz. the said Owners covenant and grant by these presents, to and with the said H S his, &c. that the said ship, with the first and next good wind and weather, that God shall send after the first day of, &c. shall depart from the said River of Thames, and directly sail to B in the Realm of France, with such goods, wares and merchandizes as
the

the said H S his Factor, or assignes, before the said Feast day of, &c. next coming shall think good to charge and lay in her, viz. so much as she may reasonably carry, and being arrived and come to the said Port of B or so nigh to the same as she safely and conveniently may come, shall there tarry by the space of thirty daies next after her arrival, as well there to discharge and unlade such goods and merchandizes, as shall be so freighted and laden in her as aforesaid, as also to receive her full lading of such goods, wares and merchandize, as the said H S his Factor or assignes shall think good; viz. as much as she may reasonably carry, within which time and daies above limited and appointed, the said H S covenanteth and granteth by these presents to discharge and relade, or cause to be discharged and reladen the aforesaid ship in manner and form aforesaid. Which Ship is being able, the said Owners covenant and grant by these presents, that she shall with the first and next good winde and weather, next after that she shall be reladen, as aforesaid, depart and return from B aforesaid, and by Gods grace directly sail, and come to the Port of the City of London, or as nigh the same as she can safely come, where she shall tarry by the space of, &c. after her arrival there, to make her right discharge. And the said H S covenanteth, &c. within the space of, &c. next after the arrival of the said ship at the Port of the City of London, as well to receive, or cause to be received the ships lading, as also to content & pay or cause to be paid unto the said Owners, their executors or assignes the summe of, &c. for the freight and lading of the said ship, both outwards and homewards, at the place of the right discharge of the said ship together with average; poynage and petty lodenage, & all other duties due and accustomed according to the use of Eastern ships: And the said Owners covenant

and grant by these presents, to warrant and prepare the said ship, strong and stanch both above and beneath, and well and sufficiently tackled and apparelled with masts, sails and sail-yards, anchors cable-ropes, cords, guns, powder, shot, and all other instruments, munition, artillery, furniture, tackling and apparel, necessary and convenient for such a ship, with an able Master, eleven men and a boy, which shall be ready at all times convenient, with the boate of the same ship, to serve the said H S his Factors and assigns, to and from land during this present voyage afore-mentioned. And to the observing of all and singular the covenants, grants, articles, deliveries, receipts, & agreements, and all other things above rehearsed, which on the part and behalf of the said Owners are to be observed and kept in form aforesaid, the said Owners binde them, and either of them, their executors, goods, and especially the same ship with his freight, tackle, and apparel, to the said H S his, &c. in the penalty, of, &c. well and truly by these presents to be paid. And likewise to the observing of all and singular the covenants, grants, articles, deliveries, receipts, payments and agreements, and all other things above rehearsed, which on the part and behalf of the said H S are to be observed and kept in form aforesaid, the said H S bindeth himself, his executors, and goods, whatsoever they be, and wheresoever they may be found, to the said Owners and their executors, in the penalty of, &c. well and truly to be paid by these presents. In witnesse, &c.

A transport of goods in a ship.

TO all, &c. I A P of, &c. send greeting, &c. Whereas I the said A P in the month of, &c. last past, did lade in the port of London of my own proper goods

goods, and for my own proper use and accompt into and aboard the good ship called, &c. wherein one T C was then Master, for and during her then intended voyage, so much, &c. to the intent and purpose, that all the aforesaid kersies and cloaths, should be transported for and in trade of merchandize, in and with the said ship, (amongst other her lading,) in her voyage then intended to be made to *Constantinople*, and other places beyond the seas, and within the streights of *Gibraltar*, and to return again into the port of *London*. Now know ye, that I the said A P for and in consideration of the summe, of, &c. by F L of, &c. to me paid, whereof I acknowledge the receipt by these presents: Have given, granted, aliened, bargained, sold, transferred, assigned and set over, and by these presents do absolutely give, grant, alien, bargain, sell, transfer, assign and set over unto the said F L as well all and every the said kersies and cloathes aforesaid, which are laden into the said ship, for th' use, accompt, or behoof of me the said A P as afore is mentioned; As also all and every such adventure and adventures, summe and summes of money, goods, wares, merchandize, and encrease whatsoever, which is or shall be returned, had, gained or gotten; by reason or in respect of the said kersies and cloathes so laden outward as aforesaid, or for or in respect of any part or parcel thereof in any manner of wise, to have, hold, take, receive and enjoy all the payments afore mentioned, to be hereby given, granted, aliened, bargained, sold, transferred, assigned and set over, and every part and parcel thereof to the said, &c. to his and to their own proper use and uses, to his and their own proper goods, from henceforth freely forever, and to the intent and purpose, that the said F L his, &c. may the better have, receive and enjoy all the goods, merchandizes, and premises afore-

fore hereby granted bargained, sold, assigned and set over, and every part thereof, according to the true meaning and purport of these presents, I the said A P do hereby make, authorize and appoint him the said, &c. my true and lawfull Attorney irrevocable in my name and stead, but to his own use to do, execute, &c. all and every act matter and thing whatsoever, touching or concerning the premises, or any part thereof, in as ample manner, &c. giving and by these presents granting, &c. and I do hereby covenant, &c. to ratifie all and whatsoever, &c. covenants for quiet enjoying, without any let, reclaim, &c. and to do any further act, &c. but the said F L to abide the hazard at Sea. In witnesse, &c.

A Deed of gift in consideration of the discharging of Debts.

TO all, &c. I J W of, &c. send greeting. Whereas I am indebted, and do ow unto divers persons divers summes of money, which I cannot satisfie or make payment of, as my said Creditors do desire, by reason many debts are owing unto me; And whereas my loving friends, &c. have undertaken to give satisfaction to my said Creditors, for my said debts owing as aforesaid: Know ye, that I the said I W for and towards the indemnity and saving harmlesse them the said, &c. for and concerning the payment of the said debts, have given and granted, and by these presents do, &c. unto the said, &c. all and every such summe and summes of money, goods, chattels and debts, as I now have and am possessed of, and which are due, owing, or payable unto me in the hands or custody of any person or persons whatsoever, mentioned in a Scedule or inventory to these presents annexed; To have, hold, receive,

receive, take & enjoy the said goods, chattels, credits, debts, sum and sums of money, unto the said, &c. their executors and administrators, to their and every of their use and uses, and as their and every of their own proper goods for ever, absolutely, without any reclaim, challenge or contradiction of any person or persons whatsoever. And I have set and put the said, &c. in full and peaceable possession of all and every the premises, by the delivery unto them of a piece of money, called six pence fixed in the seal hereof. And for the better recovery of the said debts, I the said IW have made, ordained and authorized, and by these presents constitute and appoint the said, &c. and every of them to be my true and lawfull Attorney irrevocable in the name of me, my, &c. but to and for, &c. to ask, sue for, levy, recover and receive all and every such goods, chattels, credits, debts, sum and sums of money as are in these presents, and in the said Scedule specified; And all and every the debtor and debtors, detainer and detainers thereof, or of any part thereof, to sue, implead and prosecute by due course of Law in any Court of record or equity: Giving, and by these presents granting, &c. my full power, strength, &c. (as in a Letter of Att.) A covenant for allowing and justifying all actions, &c. without any non-suit, retraxit, or other act or thing, or without any accompt, &c. and to make further letters of Att. & assurance for the recovery of the premises, the true performance whereof I bind me, my, &c. to the said his, &c. in the sum of, &c. firmly by these presents. In witnesse, &c.

A Deed of gift of goods of Warranty.

TO all, &c. I A B &c. send greeting. Know ye that I the said A B being of a good and perfect mind; and without fraud or deceit, for divers good causes & considerations me hereunto moving, have given, granted and confirmed, & by these presents, do give, grant and confirm unto, &c. All and singular my goods, chattels, implements, debts, bills, bonds, specialties, necessities, summes of money, and other things whatsoever, as well moveable, as immoveable, of what nature kind or qualitie soever they be, and in whose hands, custody, possession, governance or keeping, or whatsoever place or places they be or may be found, as well on this side as beyond the Seas. To have and to hold, levy, perceive, use, receive and enjoy all and singular the said goods, chattels, implements, credits, debts, specialties, summes of money, and all other the premises, with all and singular their appurtenances unto the said C D his, &c. to th' only proper use and behoof of the said C D his, &c. for ever. Freely, peaceably, and quietly, without any manner of reclaim, challenge or contradiction of me the said A B my, &c. or of any other person or persons, by any means, title, or procurement in any manner or wise, and without any account, reckoning, or answer therefore to me, or any in my name, to be given, rendred, or done in time to come, So that neither I the said A B my, &c. nor any other person or persons by us, for us, or in our names, or in the name or names of us, or any of us, at any time or times hereafter, may ask, claim, challenge or demand in or to the premises, or any part thereof, any interest, right, title, use or possession, but from all action of right, title, claim, interest, use,

use, possession and demand thereof, we and every of us to be utterly excluded, and for ever debarred by these presents. And I the said A B my, &c. all the said goods, chattels and other things above mentioned, with their appurtenances unto the said C D his, &c. to th' use abovesaid, against all people will warrant, and defend by these presents, of which said goods, chattels and other things I the said A B have put the said C D in peaceable possession, by the delivery of six pence, which I have paid and delivered to the said C D the day of the date hereof. In witness, &c.

A Deed of Gift.

TO all, &c. I A B &c. send greeting, &c. Know ye that I the said A B for the love, good will and affection, which I have and bear towards my loving friend C D of, &c. have given and granted, and by these presents do freely, clearly and absolutely give and grant unto the said C D his, &c. all and singular my goods, wares, household-stuff, plate, jewels, ready money, leases, chattels, implements, and all other things alive or dead whatsoever, as well moveable as immoveable, both real and personal whatsoever they be, and in whose hands, custody or possession soever the same or any of them, or any part thereof can or may be found remaining and being, as well in the messuage or tenement with th' appurtenances, wherein I do dwell, as in any other place or house whatsoever within the, &c. To have and to hold all the said goods, chattels, household-stuff, implements, and all other the premises unto the said his, &c. from henceforth, to his and their own proper use, and as his and their own proper goods, for ever absolutely without any manner of condition, &c. And I the said
A B

A B have set and put, &c. In witnesse, &c.

Nota,

If a Deed of gift be made of money owing to the donor, let there be a Letter of Atturney comprehended therein.

If the Deed be made of good chattels in consideration of a debt, let there be a covenant in the same Deed, that the Donor shall permit the Donee to come into the house, or any other place where the goods be, quietly and peaceably to receive and carry away the same to the use of the Donee.

If that there be an Inventory of parcels annexed to the Deed, let there be a Covenant in the Deed, that the same goods and chattels shall not be wasted, and that they are free from any former gifts, or incumbrances at the enfealing, by a penny fixed in the seal, or some part of the said goods. But assurance for debt of goods and chattels is best to be done by bargain and sale, indented with an Inventory.

A Covenant that the Lessor shall seal a new Lease, and in the interim the Lessee to enjoy, though the old Lease be surrendered.

TO all, &c. I B H send greeting. Whereas I M at the request of me the said B H and for the consideration hereafter specified, hath granted and surrendered by his Writing, bearing date, with these presents, one Indenture of Lease bearing date the, &c. and all the right, interest, and term of years, which he the said I M now hath, or of right ought to have of, in and to, &c. in the said Indenture of Lease, specified by me the said B H unto him the said I M demised for the term of, &c. and for the rent of, &c. payable quarterly. Now know ye, that I the said B H for me, my executors and administrators do covenant

nant and grant to and with the said I M his, &c. and to and with every of them by these presents, that I the said B H my, &c. in consideration of the said surrender of the said Lease and premises, and for other good considerations me moving, shall and will at the cost and charges of me the said B H my, &c. at or before, &c. make, seal, and in due form of Law deliver unto the said I M his, &c. one other good and sufficient new Lease of the said, &c. for the remainder of the said term of, &c. then to come, for and upon such rent, covenants and conditions as are specified and contained in the Lease above recited, made by me the said B H unto the said I. M. And that the said I M his &c. shall and may in the mean time, until the said new Lease of the premises shall be by me unto him so made, sealed and delivered, as is aforesaid, peaceably and quietly have, hold and enjoy the said Messuage or tenement, shop and premises, with the appurtenances, and every part and parcel thereof, without any let, trouble or contradiction of me the said B H my, &c. or any other person or persons, claiming, or which shall or may claim any estate or interest in or to the premises, or any part thereof, by, from or under us, or any of us, in as large and ample manner and sort to all intents and purposes, as if the same Indenture of Lease had been in full force, and still remaining in the hands of him the said I M in witnesse, &c.

*A Covenant not to commence any action or suit
against a surety that stands bound.*

TO all, &c. whereas I M and E F of, &c. by their obligation dated, &c. are and stand bound unto me the said I in the summe of, &c. conditioned for payment of, &c. at a day long sithence past
as

as by the same obligation and condition thereof more plainly appeareth, which said summe of, &c. or any part thereof, was not paid according to the condition of the said obligation, whereby the said obligation became forfeited. And whereas the said I in *Easter* term, in the year, &c. in the Court, &c. obtained judgement of, &c. together with, &c. costs against the said, &c. as by the Records of the said Court more plainly may appear: Now know ye, that I the said, &c. for divers good causes and considerations me especially moving, am pleased and contented, and for me my, &c. do covenant, promise and grant to and with the said their, &c. That neither I the said, &c. my, &c. nor any of us, nor any other person or persons whatsoever, in the name of us, or any of us, shall at any time or times hereafter use, implead, molest, arrest, attach, imprison and condemn, or cause to be, &c. the said I M his, &c. or any of them, for or upon the aforesaid obligation so forfeited as aforesaid, or by vertue of the said Judgement, or of any execution or elegit to be had or procured thereupon, or by any other ways or means whatsoever. In witnesse, &c.

A Covenant to pay the Sheriff or his Bayliff for apprehending a man.

TO all, &c. I T O of, &c. send greeting. Whereas, &c. doth owe and is indebted unto me the said, &c. in the summe of, &c. by bill or writing obligatory under his hand and seal, upon which bill I have commenced a suit at law, and thereupon had judgement, upon which I have taken out execution; And whereas M F Sheriff of, &c. or T S Bayliff of the wapentake or hundred of, &c. for the considerations here-under written and agreed upon, hath undertaken to do his best endeavour for the serving of the
the

the said execution & by vertue thereof to apprehend the body of the said I. S. Now know ye that I the said T O for me, my, &c. do covenant, &c. That if the said M F or T S do serve the said execution upon the body of the said I S and him imprison & commit unto the Goale, whereupon he may remain charged with the said debts; or if upon serving the said execution the said I S do pay, &c. the said debt, or compound with me for the same, that then in any of the cases aforesaid, I the said, &c. shall and will forthwith pay the said M F or T S the summe of, &c. in consideration of the said businesse so to be performed, &c. In witnesse, &c.

*Covenants between two partners at the dissolution of
their Co-partnership.*

THIS Indenture made, &c. between T H C and G of London of th' one part, and W I C and G of London aforesaid, of th' other part, witnesseth, that whereas the said T and W by their Indenture of Co-partnership bearing date, &c. for the consideration in the said Indenture specified, did condescend, conclude and agree to become and continue joyn-dealers and Co-partners together in the art and mystery of, &c. and in buying, selling, and uttering of, &c. and all other wares, commodities and merchandizes, belonging; or commonly used to and with the said trade, for the term of, &c. from the Feast day of, &c. last past, &c. (if the said T and G should so long live, and unless they the said T and W should otherwise agree together, as by the said Indenture of Co-partnership, (whereunto relation being had) more at large, &c.) And whereas the said T and W by their mutual consents, free-will and agreement, & for very good causes & considerations them thereun-

removing, have thought good to dissolve and break
 off the Co-partnership, and from thenceforth to be
 come no Co-partners together. Now this Indenture
 further witnesseth, that it is covenanted, concluded &
 fully agreed, by and between the said, &c. for, and
 concerning the premises in manner and form fol-
 lowing, *viz.* first the said W for, and in con-
 sideration of a certain summe of money to him the
 said W in hand, at the enscaling and delivery of these
 presents by the said T well and truly paid and deli-
 vered, for him, his, &c. doth covenant and grant, &c.
 by these presents to assign and set over, remise and
 release unto the said T his, &c. all and every such part,
 portion and share as he the said W his, &c. hath, may,
 might or ought to have of, in and to all and singular
 the goods, chattels, household-stuff, wares, merchan-
 dizes, debts, obligations, specialties, bills obligatory,
 summe and summes of money, and other things what-
 soever incident, or belonging to the said late Co-
 partnership, or joynt dealing in any manner of wise,
 and also his estate, interest, right and demand therein,
 or in or to any part thereof, together with all such
 benefit and commodity as he the said W his, &c.
 might or ought to have had, taken or received, up-
 on, for or by reason of the said bills, bonds, books,
 obligations or specialties belonging to the said Co-
 partnerships. And that it shall and may be lawfull to
 and for the said T his, &c. to have, keep, receive and
 enjoy as well all and every the goods, chattels, hou-
 hold-stuff, wares and merchandizes belonging to the
 said late Co-partnership, as also all and every such
 debts, duties, sum and sums of money, as shall
 be had, received, obtained or gotten by vertue of the
 said books, bills, bonds, obligations or specialties
 or any of them, or of any suit, judgements, executi-
 on or processe, thereupon to be commenced, pursue-
 had

had or taken without the let, trouble or contradiction, or the unjust plea in bar arising from any act or thing heretofore done, or hereafter to be done, or willingly suffered by the said W his, &c. or any of them, and without any accompt or other thing to be therefore rendred, or yielded to the said W his, &c. or any of them. And further, that he the said W. heretofore hath not received any summe or summes of money, belonging to the said late Co partnership, (other than such as are already allowed upon accompt) nor hath released or discharged, nor that he, his executors or administrators shall or will hereafter receive, release discharge or make frustrate all or any of the said debts, duties, summe or summes of money, bonds, specialties, or demands, due or to be due, by vertue of the said bills, books, specialties, obligations, or agreements or any of them (other than such as are allowed upon accompt as aforesaid) without the consent or agreement of the said T H his, &c. first had and obtained in writing under his or their hands, nor voluntarily or willingly discontinue, disavow or suffer to be non-suited in, or make any *retraxit*, or otherwise discharge, hinder or delay any action, suit or plaint whatsoever, which he the said T H now hath, or at any time hereafter shall commence, prosecute or pursue in the name of the said W G his, &c. for the recovery or obtaining of the said debts, duties, summe or summes of money, or demands belonging to the said late joynt dealing, but that he the said W G his, &c. shall and will from time to time, and at all times hereafter, upon the reasonable request, and at the costs of the said T H his, &c. justifie, allow, maintain and avow all and every such action, suit, plaint and arrest, as he the said his, &c. shall commence, &c. for the recovering, levying, obtaining or getting of all or

any the debts, &c. belonging to the said late Co-partnership, ratifying, &c. all and every lawfull act, matter and thing whatsoever, which he the said, his, &c. shall commence, prosecute, &c. for the recovering, &c. the said debts, duties &c. or any of them. And lastly, that he the said T H his, &c. shall and will from time to time, and at all times hereafter well and sufficiently acquit and discharge, save and keep harmlesse the said W his, &c. of and from all and all manner of troubles, damages, arrests, costs, charges and incumbrances whatsoever, which shall or may be taxed, urged or happen to be had, recovered or obtained against the said T his, &c. for or by reason or means of any action, suit, &c. which the said T H now hath, or shall hereafter commence, &c. or cause to be commenced, &c. against any person or persons, for recovering, having or obtaining any of the said debts, duties or demands above specified, or for any the debts, duties, sum or sums of money or any thing whatsoever, touching the said late Co-partnership, now or which hereafter shall be due or payable to the said T and W or either of them or any person or persons whatsoever, or for or by reason of any debts now owing, or wares taken up upon credit by him the said T his, &c. and not charged upon the said partible accompt, wherewith or whereby he the said W G his, &c. shall or may be charged or chargeable. In witnesse.

A Partition of debts, between one Co-partner and the Executor of the other, and to sue, &c.

THis Indenture made, &c. between R E Citizen, &c. and R S of London Gentleman, sonne and heir

heir apparent of W S late Citizen, &c. deceased,
 and executor of the last Will and Testament of the
 said W S of the other part, witnesseth, that whereas
 the said R E and W S in the life time of the said
 W S for many years together, did deal and traffique
 as joynt-Partners and Occupiers in the trade of, &c.
 and other merchandizes, and in buying, selling,
 and merchandizing, and by reason thereof divers
 and sundry sums of money, by divers and sundry
 persons, became due and payable to them joyntly as
 debts, owing to the said R and W joyntly. And
 whereas therefore the said R E and W S in the
 life-time of the said W S by agreement between
 them, divers debts due and owing between them, did
 sever and part in such manner and form, as in and
 by a certain pair of Indentures, bearing date the,
 &c. (and certain Schedules thereunto annexed) made
 between the said R E of th' one part, and the said R S,
 &c. is mentioned, and more plainly doth and may
 appear, sithence which time divers and several of the
 debts therein mentioned, have been received and
 compounded for, as well by the said R E and W S
 in the life-time of the said W as also by the said, &c.
 Executor of the said W sithence the decease of the
 said W. And whereas also divers and sundry other
 summes remaining then and yet unpaid, and
 uncompounded for, for the better recovery where-
 of, and for the continuing of peace and amitie be-
 tween them, they the said R E and R S
 have equally divided those debts, yet remain-
 ing unreceived or compounded for, as in and by
 two several Schedules thereof made (th' one called
 the first Schedule, wherein the debts, duties, summes
 of mony and demands, yet unreceived, now allowed
 and appointed to the said R S are contained and
 mentioned, and the other called the second Schedule,

wherein the debts, duties, sums of money and demands, yet unreceived and now appointed to the said R E are likewise contained and mentioned, and hereunto annexed) more plainly, it doth and may appear.

This Indenture now further witnesseth, that it is covenanted, granted, concluded and fully agreed between the said R E and R S for and concerning the premises in manner and form following, viz. first the said R E for him, his, &c. doth by these presents grant, assign and set over, remise and release unto him the said R S all and every the debts, obligations and bills obligatory, and several summes of money in the said Schedule annexed, unto this present Indenture called the first Schedule mentioned and expressed, & all his part, portion, interest, right and demand therein or thereof, with all such benefit and commodity, as the said R E his, &c. can or may lawfully take, receive or have upon or by reason of any the said obligations, bills, debts, duties or demands contained or mentioned in the said Schedule called the first Schedule allotted to the said R. S. And further the said R E doth by these presents for him, his, &c. constitute and in his place appoint the said R S during his life, and after the death of the said R S his Executors and Administrators, to be his lawfull Attorney irrevocable, for and in the name of the said R E during his life, and after his decease, for and in the name of his, &c. to ask, take, &c. of all the debtors in the said Schedule, called the, &c. and annexed to this present Indenture mentioned, or any of them, or of the heirs, &c. all and every the summe and summes of money in the said Schedule, called the first Schedule mentioned or contained, and the said R E for him, his, &c. doth covenant and grant to and with the said R S his, &c. by these

these presents, that it shall and may be lawfull to and for the said R S during the life of the said R S and to and for the Executors of the said R S after his decease, at the only costs and charges of the said R S his, &c. or some of them in the name of the said R E during his life and after his death, &c. to prosecute any actions, suits or plaints for the recovery of all or any the debts, duties or demands in the said Schedule annexed to this present Indenture, called, &c. contained or mentioned, against all or any of the debtors therein named, their, &c. and the same actions, suits and plaints, and every or any of them, at the like costs and charges of the said R S his, &c. without the let, trouble, contradiction, or the unjust plea in bar, arising from any act heretofore done by the said R S his, &c. to prosecute and pursue untill judgement and execution thereupon shall be had and taken, and all such summe or summes of money, as shall upon or by reason of any such suit or suits, happen to be recovered, had, levied, or received, to take and keep to the only use and behoof of the said R S his, &c. without any accompt or other thing, to be therefore rendred or yielded to the said R his, &c. or any of them, ratifying, &c. all and every action, act and thing, which the said R his, &c. shall make, do, commit or execute, or cause, &c. in or about the premises, for or touching the recovery or receiving of all or any the said debts, in the said Schedule mentioned. And the said R E his, &c. doth by these presents covenant, &c. to and with the said R S his, &c. that the said R hath not heretofore released or discharged, nor that he, his, &c. shall or will release or discharge all or any the debts, duties sums of money or demands, in the Schedule, &c. without the consent or agreement of the said R S his, &c. first had and obtained

ed in writing under his or their hand, nor voluntarily or willingly discontinue, disavow, or be non-suited in, or make any retraxit, or otherwise discharge, to hinder or delay any such action, suit or plaint, which the said R. E. his, &c. shall at any time hereafter commence, &c. in the name of the said R. S. for recovery or obtaining of all or any the said, &c. in the said Schedule, &c. mentioned. But that the said R. E. his, &c. shall and will from time to time, and at all times hereafter, justifie, avow, &c. all and every such actions, suits, &c. which he the said R. S. his, &c. shall at any time hereafter commence or prosecute at the costs and charges of the said R. S. his, &c. against any person or persons, for recovery or obtaining of all or any the said debts, &c. in the said Schedule annexed to this present Indenture, called, &c. mentioned or expressed. Ratifying &c. all and every matter and thing whatsoever, which the said R. S. his, &c. or any of them shall commence, make, do, execute or prosecute, for the receiving, recovering, levying, &c. the said debts, &c. or any of them. And the said R. S. for him, his, &c. and every of them in consideration of the premises, doth by these presents covenant and grant to and with the said R. E. his, &c. and every of them, that he the said R. S. his, &c. shall and will from time to time, and at all times hereafter sufficiently acquit, discharge and save harmlesse the said R. E. his, &c. and every of them of and from all manner of damages, troubles, suits, arrests, costs and charges whatsoever, which shall be taxed upon, or happen to be had, brought, recovered, or obtained against the said R. E. his, &c. goods, chattels or lands, for or by reason of any action, suit, plaint, processe, judgement, arrest or execution which the said R. S. his, &c. shall hereafter bring, commence, pursue or prosecute,

or cause to be, &c. against any person or persons, in the said Schedule annexed to this present Indenture called the first Schedule named, contained or mentioned there, &c. for the recovering or obtaining of any the said debts, duties &c. in the said Schedule mentioned. And the said R S for him, his, &c. doth further covenant, grant, assign, set over, remise and release unto the said R E all and every the debts, obligations and bills obligatory, and several summes of money, duties and demands in the said Schedule called, &c. annexed to this present Indenture allotted to the said R S contained and expressed, and all bills, bonds, obligatory writings and specialties whatsoever, touching or concerning the same or any of them, and all his part, portion, interest, or demand therein or thereunto, or of any part or parcel thereof, together with all such benefit and commodity as the said R S his, &c. can or may lawfully have, take, or receive, upon or by reason of any the said debts, duties or demands, contained or expressed in the said Schedule, &c. And that all and every the several summes of money in the said Schedule, &c. annexed to these presents, contained and expressed, shall be and remain fully and wholly to the said R S his, &c. without let, trouble or contradiction, or without any accompt, or other thing to be therefore rendred or yielded unto the said R S his, &c. or any of them. And the said R S doth by these presents further covenant, promise and grant, to and with the said R S his, &c. That neither the said W S in his life-time, nor the said R S sithence the time of his decease, nor either of them heretofore have not received, released or discharged, nor that he the said R S his, &c. shall or will receive, release or discharge all or any the said debts, duties, summe or summes of money or demands in the said Schedule.

&c. contained and expressed, and allotted to the said R E for his part of the premises as aforesaid, without the consent of the said R E his, &c. thereunto first had and obtained in writing under his or their hands. Nor otherwise voluntarily or willingly discharge, hinder or delay any action, suit or plaint whatsoever, which the said R E his, &c. shall at any time hereafter commence, &c. for recovery or obtaining of all or any the said debts, &c. in the said Schedule, &c. mentioned: and whereas the debt-books, and other books, bills, bonds, obligations and specialties, wherein the debts, duties and demands before mentioned, or wherein and whereby any wares or merchandizes were sold, or delivered to the persons in the said Schedule named, are contained and expressed, are now in the hands and possession of the said R S therefore the said R S doth covenant for him, his, &c. to deliver the same to the said R E his, &c. upon demand, and shall and will likewise upon the like request at the place aforesaid, produce and shew forth to the said R E the said book called the debt-book, & all other books, scores and writings, which remain in the hands possession or custody of the said R S wherein the said debts, duties or demands, or any of them contained in the said Schedule, &c. are mentioned or expressed, or whereby or wherein any wares or merchandizes, touching or concerning the same, were sold or delivered to any the persons in the said Schedule, &c. whereby the said R E may have and take the view benefit & use thereof to be shewed or produced forth in any Court or Courts of Record, or elsewhere for the declaring, proving or recovering of all or any the said debts in the said Schedule, &c. or other occasions whatsoever without any let, &c. In witness, &c.

*A Conveyance from I T and El. his wife, (being
Tuant in tayle) to R H and El. his wife, and
the heirs and assigns of R H for ever.*

THis Indenture, &c. between I T of, &c. Gent.
and *Elinar* his wife, Cousin and next heir of T
L late of the City of, &c. Gent. deceased, without
issue of his body (that is to say) only daughter and
heir of W L Gent. elder brother and heir of the
said T L of the one part, and R H of, &c. and
El. his wife of the other part, witnesseth, that they the
said I T and El. his wife, as well for and in consi-
deration of the sum of 210 l. of, &c. by the said R H
unto them the said I T and El. his wife, at the en-
sealing and delivery of these presents well and truly
in hand paid, the receipt whereof they the said I T
and El. his wife, do hereby acknowledge, and thereof
and of every part and parcel thereof, do fully clearly,
and absolutely acquit, exonerate, and discharge the
said R H his heirs, Executors and Administrators,
and every of them by these presents, have granted,
aliened; bargained, sold and confirmed, and by
these presents, &c. unto the said R H and El. his
wife, all that one Messuage or tenement, &c. toge-
ther also with all and singular the rooms, sellers,
sollors, halls, parlours, chambers, houses, housings,
vaults, pavements, courts, yards, easments, and o-
ther hereditaments, emoluments and appurtenances
whatsoever, unto the said messuage or tenement and
premises, or any of them appurtenant, belonging or
appertaining, or had, used, demised, occupied or en-
joyed as part, parcel or member thereof, or as there-
unto, or to any part thereof belonging or appertain-
ing, and the reversion and reversions, remainder
and remainders of them and every of them, and also
they

they the said I T and El. his wife, for the consideration aforesaid, have granted, bargained and sold, and by, &c. unto the said R H his heirs and assigns, all and singular letters pattents, exemplifications of fines and recoveries, chirographies of fines, charters, deeds, Indentures, counterpanes, writings, evidences, escripts and minuments whatsoever concerning only the premises hereby mentioned, to be bargained and sold, or only any part thereof, and which now are in the hands, custody or possession of the said I T or of any other person or persons, by his delivery or appointment, or to his use, or to the use of the said El. his wife, and which he may have, obtain or come by, without suit in the law, and also true copies of all such other Letters-patents, exemplifications of fines and recoveries, chirographies of fines, charters, deeds, Indentures, counterpanes, writings, evidences, escripts and minuments whatsoever, amongst other things concerning the premises, or any part thereof, and which now are in the hands, custody or possession of the said I T or any other person or persons, by his delivery or appointment, or to his use, or which he may have, obtain or come by without suit in the law; all and singular which said letters-patents, exemplifications, chirographies, charters, deeds, indentures, counterpanes, writings, evidences, escripts, and minuments, so hereby bargained and sold by the said I T he the said I T doth hereby grant and agree to deliver, or cause to be delivered to the said R H his heirs or assigns, on this side the Feast of the Annunciation of the blessed Virgin Mary, now next coming, safe, uncanceled and undefaced, as now the same are, together with the said copies, the writings of the said copies to be paid for by the said R H at the receipt of the said copies, to have and to hold the said messuage or tenement and back-side, and all and

and singular other the premites hereby mentioned, to be bargained and sold, and every of them, with their and every of their appurtenances, & the reversion & remainder of them and every of them, unto the said R H and *EL.* his wife, and the heirs and assigns of the said R H to the only proper use & behoof of the said R H and *EL.* his wife, and the heirs & assigns of the said R H for ever, without any mortgage, condition, redemption, use or limitation, to recall, alter, change or determine the same, to be holden of the chief Lord or Lords of the fee or fees, whereof the premises have been holden by the rents and services therefore due and of right accustomed. And the said I T for himself, his heirs, executors and administrators, doth covenant and grant to and with the said R H his heirs and assigns, and to and with every of them by these presents, that she the said *EL.* his wife, is seized of the reversion of the said bargained premises of an estate to her and the heirs of her body lawfully begotten, immediately expectant upon an estate for the life of *Hellen Cl.* now wife of *Geo. Cl.* of, &c. *Gent.* with further remainder or reversion immediately expectant upon the said estate taile, to the right heirs of the said *EL.* for ever (without any reversion or remainder of the same, or of any part thereof, in our sovereign Lord the King, or otherwise) of the full absolute reversion, in fee-simple expectant, upon the said estate for life of the said *Hellen*: And the said I T for himself, his heirs, executors and Administrators, doth covenant and grant to and with the said R H his heirs and assigns, and to and with every of them by these presents, that they the said R H and *EL.* his wife, and the heirs and assigns of the said R H and every of them, shall and may from time to time, and at all times hereafter, for ever, after the decease of the said *Hellen*, peaceably and quietly have

have, hold, occupy, possesse and enjoy the said messuage or Tenement, back-side and premises, without the let, interruption, trouble, expulsion or eviction of the said I T and *El.* his wife, or either of them, or of their or either of their heirs, of their or either of their bodies, begotten or to be begotten, or any other heirs or heirs of them, or either of them, or of any heir or heirs of T L Gent. deceased & without any lawfull let, trouble, interruption, expulsion or eviction of any other person or persons whatsoever now having or lawfully claiming to have, or which hereafter may have, or lawfully claim to have any manner of estate, right, title, interest, thing or demand of, in, to, or out of the said bargained premises or any of them, by, for, from or under them, or any of them, or by, from or under the said *Hellen*, or by their or any of their means, consent or procurement (except such person and persons, which may lawfully claim under the leases and estates herein after excepted) and freed and discharged, or otherwise within convenient time, after reasonable request, well and sufficiently saved and kept harmlesse, and indemnified by the said I T his heirs, executors and administrators, or some or one of them, of and from all and all manner of former and other bargains, sales, gifts, grants, alienations, estates, leases, joyntures, dowers, uses, wills, enayles, rent, charges, rents, seck, and arrerages of all manner of rents, statutes merchant, and of the staple recognizances, judgments, executions, fines, post-fines, and of and from all other titles, troubles, charges and incumbrances whatsoever heretofore had, made, done, committed, omitted, or wittingly or willingly suffered or procured, or hereafter to be had, made, done, committed, wittingly or willingly suffered or procured by the said I T and *El.* T L and H or either

or any of them, their or either, or any of their heirs, or assigns, or by any other person or persons whatsoever, by their or any either of their means, assent, consent or procurement, one estate thereof heretofore made by the said T S and *Hellen* his late wife, by fine and other assurances to the use of the said T L and *Hellen*, and the heirs of the said T L and one lease made by the said *Hellen* and I T and *El.* his wife to R. by Indenture bearing date *April 25* in the twelfth year, &c. and all the arrears of rents, now accrued or to accrue, by reason of the same, and one other lease made by the said I T and *El.* to the said *Hellen* for one hundred years, for the better security of payment of 6 l. *per annum*, to the said *Hellen*, and her assigns, during her life only excepted: and fore-prized, and the said I T for himself, his executors and administrators doth covenant and grant, to and with the said R H and *El.* his wife, and the heirs and assigns of the said R H by these presents that they the said I T and *El.* his wife, and either of them, and their and either of their heirs and all and every other person and persons, now having or rightfully claiming to have, or which at any time hereafter shall or may lawfully claim to have any estate, right, title or interest, or in or to the said premises, and every or any of them, by, from or under the said I T and *El.* his wife, and T L or by, from or under either or any of them, other than the said *Hellen*, and such as may claim under her, for her estate as aforesaid, and other than such which may claim under the said excepted leases or either of them, shall and will from time to time, and at all times after the date of these presents, at and upon the reasonable request, and only cost and charges in the law of the said R H and *El.* his wife, and the heirs and assigns of the said R.

R H or any of them do, make, knowledge, execute and suffer, or cause to be done, made, knowledged, executed and suffered, all and every such further, lawfull and reasonable act and acts, thing and things, devise and devises, assurances and conveyances in the law whatsoever, which shall be or may be for the more perfect and better assurance, sure making and conveying of all and singular the said bargained premises, and every part and parcel thereof, with the apputrenances, unto the said R H and El. his wife, and the heirs and assigns of the said R H to the only proper use and behoof of the said R H and El. his wife, and of the heirs and assigns of the said R H for ever according to the true intent and meaning of these presents, be it by fine, feoffment, recovery, with single, double or more voucher or vouchers, over deed or deeds, inrolled or not inrolled, the inrolment of these presents, release or confirmation with warranty or without warranty, or by all, every, any, or as many of the said waies or means, as by the said R H & El. his wife his heirs or assigns, or his or their, or any of their counsel learned in the law, shall be reasonably devised, advised and required, so as for the making, doing, knowledging, executing, suffering or performing, such further acts, things, devises, assurances and conveyances, or any of them, the person or persons that are to make such further assurance by force of this covenant, or any of them, be not compelled to travel above the space of twenty miles, nor by such acts, things, devises, assurances or conveyances, or any of them be compelled or compellable, to warrant, acquit or defend the premises, or any of them, more largely, and more generally, than only against acts, charges, titles, troubles, and incumbrances, had, made or done, or wittingly or willingly suffered by them, or by any of their means, assent,

ent, consent, privity or procurement, but not in any ways to warrant against the said leases and estates before excepted, or either or any of them. And moreover it is covenanted, granted, concluded and agreed upon, by and between all and every the said parties to these presents, that all and every fines, feoffments, recoveries, acts, things, assurances and conveyances in the law whatsoever, hereafter to be had, made, levied, suffered, executed or performed, of the said premises or any part thereof, and whereunto the said I T and E his wife, or either of them, or their or either of their heirs shall in any wise be party or parties vouchee or vouchees, shall be and enure, and shall be deemed, construed, reputed, adjudged, and taken to be and enure, to the only proper use and behoof of the said R H and E his wife, and of his heirs and assigns for ever, and to none other use or uses, intents or purposes whatsoever. And this Indenture farther witnesseth, that the said I T for the consideration aforesaid, hath granted, bargained, sold and confirmed and by, &c. unto the said R H his executors, administrators and assigns, all such goods, implements, household-stuff, utensils, and things which are mentioned in a Schedule indented, hereunto annexed, and doth hereby also Covenant and grant to and with the said R H his executors, administrators and assigns, that he hath full power and sufficient and good right and property to grant the same accordingly, & the said I T for himself, &c. doth covenant to and with the said R H his heirs and assigns, that he, his heirs and assigns, shall and will at all times hereafter, upon the request and at the charges of the said R H his heirs and assigns, shew or cause to be shewn forth in any Court of Law or Equity, or other place necessary, all evidences which he or they shall have in their hand, or may lawfully come by,

D

with.

without suit of Law, concerning the said bargained premises, or any part thereof, for maintenance of his estate hereby mentioned, to be assured unto him and his Heirs, and shall and will permit & suffer the same to remain in such Court or place, so long as shall be necessary in such behalf. In witness whereof, &c.

Robert Farr (being seized of a tenement in fee with remainders wherein Eliz. Farr hath an estate for her life) having levied a fine, now suffereth a recovery, and setteth and assureth the same to Robert Black and his heirs in fee simple by the subsequent deed.

THIS Indenture quadripartite, &c. between Robert Farr, sonne and heir of, &c. G G and E Ar of &c. of the first part, Robert Black of, &c. of the second part, W H and T H of, &c. of the third part, and I P and H B/. of the fourth part, witnesseth, that for and in consideration of the summe of 200 l. of, &c. to the said R F before the enscaling and delivery hereof, well and truly satisfied and paid by the said R B/. whereof the said R F doth by these presents acknowledge the receipt, and whereof, &c. He the said R F and the said G G and E Ar at his request and nomination have, and every of them hath, (by and with the consent and direction of the said R B) granted, bargained, sold, aliened and confirmed, and by, &c. unto the said W F and T Y all that great messuage, &c. together with all houses, buildings, &c. and the rents, services, reversions, and remainders thereof, and also all the estate, right, title, interest, challenge, claim and demand whatsoever, of them the said R F, G G and E Ar and every or any of them, of, in and to the said granted tenement, &c. and also all deeds, evidences, charters, writings, escripts and minuments whatsoever, which do touch

or concerning the said granted premises, or any part thereof, To have and to hold the said messuage or tenement, garden and premises before, hereby granted or conveyed, or mentioned, or intended to be hereby granted and conveyed, and every part and parcel thereof, with the appurtenances unto the said W F and T Y their heirs and assigns, to the onely uses, intents and purposes hereafter in these presents limited, expres'd and declar'd, that is to say, to the use of them the said W F and T Y and of their heirs, untill a good and perfect common recovery shall be in due form of law, at the costs and charges of the said R B or his heirs, had and executed, of and for the said, hereby granted or intended to be granted, messuage, tenement and premises against them the said W F and T Y before the Justices of the Court of Common Pleas at *Westminster*, according to the usual course of common recoveries in the same Court used for assurance of land & tenements; in which recovery the said I P and H B shall be demandants and recoverers, and the said R F shall be vouched to warrant, so as such recovery so to be had, be had and executed before the end of the terme of *St. Hillary* next ensuing the date hereof, and from and after the full execution of the said recovery (in case the same shall be had and executed before the end of the same terme of *St. Hillary*, the said Recoverers intended shall stand seized, or in case the said recovery intended to be had shall not be had and executed by the time aforesaid) then from and after the end of the same terme of *St. Hillary* to the use of the said R B and of his heirs and assigns for evermore, and to and for none other use, intent or purpose, to be holden of the chief Lord or Lords of the Fee or Fees of the premises by the rents & services thereof due, and of right accustomed, and the said R F for himself, his heirs, execu-

tors and administrators, and for every of them doth covenant, promise and grant, to and with the said R B his heirs and assigns by these presents, that for and notwithstanding any act, matter or thing, had, made or done to the contrary by him, and the said E F his father deceased, or either of them (except as herein after is excepted) the said R F. G G and E A, or some of them are, or one of them is, at the enfealing and delivery hereof, the true and lawful owners or owner of the said granted, or intended to be granted premises, and every part and parcel thereof, and of and in the same, & every part and parcel thereof lawfully and rightfully seized of a good, sure, sufficient, and absolute estate of inheritance in fee-simple, in his or their own right, and to the only use of them, or some or one of them, his or their heirs for good assurance right or title in the law indefeasible, without any reversion, remainder, or further interest in the Common wealth, or any other person or persons whatsoever, and also that notwithstanding as aforesaid (except as herein after is excepted) the said R F. G G and E A or some or one of them have or hath, at the time of the enfealing and delivery hereof, full power, good right, and lawfull authority, to grant, convey, & assure the said granted or intended to be granted premises, and every part and parcel thereof, in manner and form aforesaid, and according to the true intent and meaning hereof, and further also, that the said granted messuage, tenement and premises, and every part thereof, with their appurtenances now be and are, and so from time to time, and at all times hereafter shall or may be, remain & continue to the uses, intents and purposes aforesaid, in manner and form aforesaid, and according to the true intent and meaning of these presents, clearly acquitted, (freed) & discharged of & from all & all manner of former and other

ther bargains, sales, gifts, grants, leases, mortgages, joyntures, dowers, wills, covenants, intails, statutes-merchant & of the staple recognizances, judgments, executions, extents, rents, charg-rents, seck, arrearages of rents and of and from all other titles, charges, troubles & incumbrances whatsoever, at any time heretofore had, made, done, committed, omitted, or suffered to be done, or at any time hereafter to be had made, done, committed, omitted or suffered to be done by him the said R F and the said E F his father, or either of them, except an estate assured to and upon E H widow, late wife of the said E F by him the said E for the terme of the life of the said E of the premises hereby conveyed, or intended to be conveyed, which is intended to be surrendered for the better execution of the said intended recovery, and also except a bargain and sale lately made by the said R F G G and E A to the said W F and T Y of the same premises, to hold from *December 20.* last past, for the term of one whole year, which bargain and sale was intended, and made for the better execution of these presents, and the said R B for himself, his heirs, executors and administrators doth further covenant, promise and grant to and with the said R B his heirs and assigns by these presents, that he the said R B his Heires and assigns, shall or lawfully may from time to time, and at all times hereafter for ever, according to the true intent and meaning of these presents, peaceably and quietly enter into, have, hold and enjoy the said granted messuage, tenement, garden and premises, and every part and parcel thereof with the appurtenances, without any let, interruption, challenge, claim, disturbance, eviction, ejection, molestation, hinderance or denial, of or by the said R F or of or by any other person or persons whatsoever, having or claiming, or

pretending to have any lawful estate, right, title or interest in or to the premises or any part thereof, from by or under him, or his said father deceased, (except the said *EL. F* and such as shall or may claime, for, by, from or under, and onely for, by, from or under the estate for life of the said *EL. F* and the bargain and sail before herein excepted) and further also, that he the said *R F* and his heirs, and all and every other person and persons, having or claiming to have or that shall or may have, or claim to have any right title, estate, or interest, of, in or to the premises, from by or under him or his said father (except before excepted) shall and will from time to time, and at all times hereafter, during the space of ten year, next ensuing the date hereof, upon the reasonable request, and at the costs and charges of the said *R B* his heirs or assigns, make, do, suffer, acknowledge and execute, or cause to suffer to be done and executed, all such further and other lawful and reasonable acts, things, and assurances for the further, better and more perfect granting, assuring and conveying of the said messuage, tenement, garden and premises, before hereby granted or mentioned, meant or intended to be hereby granted, with th'appurtenances to the use of the said *R B* his heirs or assigns for ever, according to the true meaning of these presents, as by him the said *R B* his heirs or assigns, or by his or their Councel learned in the law, shall be in that behalf reasonably devised, or advised and required, so as for the making of such further assurance neither the said *R F* nor any other person, by whom such assurance is to be made, shall be compelled or compellable to travel for the doing thereof, further than the City of *London*, or *Westminster*, and so as such further assurance containe not, nor imply any further or more general warranty or acquittal, than is before herein comprized

prized. And it is concluded and agreed by and between the said parties to these presents, that al and every fine and fines, recovery & recoveries, and other assurances whatsoever, at any time heretofore had, made, suffered or executed of the premises, or at any time hereafter be had or executed of the premises or any part thereof, either alone by it self, or together with any other lands, tenements, or hereditaments, and whereunto the said R F hath been, or he or his heirs shal be in any sort consors or consors, vouchee or vouchers, party or parties, shall be and enure, &, shall be deemed, adjudged and taken to be & enure as touching the said granted premises, to and for the only use of the said R B and of his heirs and assignes for ever, and to or for none other use, intent or purpose whatsoever; provided alwayes, and it is the true intent and meahing of these presents, and of all the parties hereunto, that neither these presents nor any thing therein containe shall extend or be construed to extend to charge the said G G & E Ar. or either of them, their or either of their heirs, with or for any warranty or acquittal of the said premises or any part thereof, other than against him and themselves respectively, and his and their respective heirs. In witness &c.

Note.

A demise, bargain and sale was made by R H. G G and E A to W F and T Y *Habend.* to them for one year, from *Decemb. 25.* last, that the estate of free-hold might rest in them without livery.

Note.

A Surrender is made by El. to R F. of her estate for life, for otherwise W F and T Y could not have been made perfect tenants of the free-hold.

John Vaugh. (seized of a tenement jure uxoris for her life, the remainder in fee-tail belonging to THOM) together with his wife, and the tenant in tail, conclude to convey the same to T S and his heirs, the assurance is by fine and recovery, intended to be executed, the use whereof being to T S and his heirs is directed by the following deed; wherein are comprized necessary Covenants.

THIS Indenture Quadripartite, made, &c. between I V of, &c. and Mary his wife, late the wife of E M late of, &c. deceased of the first part, Tho. M. of, &c. son and heir of the said E. M. on the body of the said Mary begotten, of the second part, Th. S. of, &c. of the third part, and W F of, &c. of the fourth part. Whereas the said J V and M his wife, stand seized in the right of the said M of an estate of free-hold, for terme of the life of the said M the remainder thereof in fee-tail to the said T M party to these presents belonging with divers remainders over, of and in all that one great or capital Messuage, &c. and also of and in all houses, edifices, &c. witnesseth, now this present Indenture, that for and in consideration of the summe of 600 l. of, &c. to the said, &c. well and truly paid and satisfied, it is concluded and agreed by and between the said parties to these presents, that a good and perfect estate of inheritance in fee-simple, shal be conveyed, settled and assured to and upon the said T S of and in all and singular the said great capital Messuage or tenement and mansion house, now used as two houses as aforesaid, and all other the premises, before mentioned, with their and every of their rights, members and ap-
pur-

purtenances, and that to that end, intent and purpose, the said *John V.* and *Mary* his wife, and *Thos. M.* party to these presents, shall and will before the end of *Michaelmas* term, now next ensuing the date hereof acknowledg and levy to the said *W F* and his heirs, one fine *sur connuissance de droit come ceo*, &c. to be sued out with Proclamations according to the form of the Statute in that case made and provided of all and singular the said capital messuage or mansion-house, and other the premises, with th'appurtenances, by the name of two messuages with th'appurtenances in the Parish of, &c. or by some other apt name or names, as by counsel shal be thought meet, to the intent to make the said *W F* perfect tenant of the free-hold of the premises, that so one writ of entry *sur disseisin en le poist* issuing out of the High Court of Chancery, and to be returnable before the Justices of the Court of Common Pleas at *Westminster* may be obtained and sued out, whereby the said *T S* shall demand against the said *W E* all the said capital messuage or mansion-house and premises, by some apt name or names, as by counsel shall be advised, to which writ the said *W F* shall appear in person, or by Attorney thereunto lawfully authorized, and after count or declaration against him by the said *T S* he the said *W F* shall make defence by words of course and vouch to warranty, the said *T M* party to these presents, who shall likewise appear in person, or by his Attorney in that behalf, lawfully and sufficiently authorized, and after count or declaration against him by the said *T S* shall make defence by words of course, and vouch to warranty the common vouchee who shall appear in person at the bar of the said Court of Common-Pleas, and after declaration against him, shall make defence and enter into the warranty, and afterwards

make

make default, whereupon several judgments shall or may be had, that so a good and perfect common recovery with double voucher, according to the course of common recoveries in the said Court of Common Pleas used may be had and executed of the premises: And this Indenture further witnesseth, and it is the true intent and meaning of these presents, and of all the parties to the same, that the said recovery so, or in any other manner to be had or executed, and the whole execution of the fine and recovery of the said capital messuages and premises to be had or executed as aforesaid, shall be and enure, and shall be deemed, adjudged, construed and taken to be and enure, to and for the onely proper use and behoof of the said T S and of his heirs and assigns for ever, and to none other use, intent or purpose whatsoever. And the said *John V* for himself, his heirs, executors and administrators, doth covenant, promise and grant, to and with the said T S his heirs and assigns by these presents, that (saving and excepting the terms and estates herein after excepted) He the said I II and *Mary* his wife, at the time of th' ensealing and delivery hereof are, and so untill the fine aforesaid, by them to be levied as aforesaid, shall be fully executed as aforesaid, shall be seized in the right of the said *Mary* of a good estate of free-hold for the life of the said *Mary*, of and in the capital messuage, mansion-house and premisses before mentioned, to be settled and assured to or upon the said T S or his heirs aforesaid, and that the said I V and *Mary* his wife now have, and untill as aforesaid, shall have full power, good right, and lawfull authority to convey and assure the premises to the said T S and his heirs, for the life of the said *Mary* according to the true intent and meaning of those presents, and also that the said capital messuage
or

or mansion-house and premises before mentioned or intended to be hereby settled or assured as aforesaid, and every part and parcel thereof with the appurtenances now be and are, and so from time to time, and at all times for ever, shall or may be, remain and continue unto the said T S his heires and assigns, according to the limitation aforesaid, and according to the true intent and meaning of these presents, clearly acquitted, exonerated and discharged, or otherwise by the said I V his executors or administrators, well and sufficiently saved and kept harmlesse of and from all former and other grants, leases, mortgages, estates, acts, titles, charges, troubles and incumbrances whatsoever, had, made or done, or to be had, made, done or committed by him the said *John V.* and *Mary* his wife or either of them, except and fore-
 prized one lease of indenture bearing date, &c made and granted by the said *John V.* and *Mary* his wife, and T M party to these presents, of certaine parts of the said capital messuage then, &c. for the term of 31. years, from the Feast of the birth of our Lord God, then last past, upon which is reserved the yearly rent of 30. l. and 10. sh. and also except and fore-
 prized such term and interest as *Tho. A* hath in the other parts of the said capital messuage, by vertue of a lease heretofore made to *Simon L.* Mercer deceased, for certain years yet to come, under the yearly rent of 44. l. and 10. sh. which said several yearly rents from henceforth, for and during the rest and residue to come, of the respective terms before mentioned, to grow due and payable; it is concluded and agreed by and between the said parties to these presents and every of them, and declared to be their true intent and meaning, shall continue, and be due and payable, and ought to be paid to the said T S his heirs or assigns; and the said I V for himselfe,
 his

his heirs, executors and administrators, doth further covenant and grant to and with the said T S his heirs and assigns by these presents, that he the said T S his heirs and assigns, shall or lawfully may from time to time, and at all times hereafter, for ever peaceably and quietly enter into, have, hold and enjoy all and singular the capital Messuage, mansion-house, and premises before mentioned, or intended to be hereby settled or assured, and every part and parcel thereof, with their and every of their rights, members and appurtenances, without any let, interruption, disturbance or incumbrance of, or by them the said I V and Mary his wife, or either of them, or of or by any other person or persons, lawfully claiming or to claim, or having right or title from, by or under them, or either of them, their or either of their act, right, title or estate, except such as shall or may claim by or under the Leases before excepted, or either of them, and for the terms or interest in or by the same Leases granted only, and also that he the said I V and Mary his wife, and either of them, shall and will from time to time, upon the reasonably request, and at the costs and charges in the Law of the said T S his heirs and assigns, make do, suffer execute and acknowledg all and every such further and other lawfull and reasonable acts, things, and assurances in the Law, containing or implying no further or more general warranty or acquittall, than only against them the said I V and M. his wife, and either of them, for the better assuring and sure-making of the said Premises to the said T S his heirs and assigns, as by him or them, or by his or their Council learned in the Law, shall be in that behalf reasonably devised, advised or required, and so as for the doing thereof; neither the said I V or Mary be compelled to travell above ten miles from the

the place of his or her respective dwelling or abode, at the time of such request to be made. And the said T M party to these presents, for himself, his heirs, executors and administrators, and every of them, doth covenant and grant, to and with the said T S his heirs and assigns by these presents, that saving and excepting the terms and interest herein before excepted, he the said T M at the time of the enscaling and delivery hereof, is seized of a good, perfect and absolute estate of inheritance in fee-simple, of and in the said capital messuage, mansion-house and premises before mentioned, or intended to be settled or assured, and untill, &c. shall be settled and assured to and on the said T S his heirs and assigns, according to the limitation aforesaid, and the true intent and meaning of these presents, shall be seized of all and singular the same capital messuage, mansion-house and premises, with the appurtenances of a good lawfull and sufficient estate of inheritance, in fee-tail expectant, upon the death of the said *Mary Vaughan*, and at the time of the enscaling and delivery hereof, hath, and untill as aforesaid shall have full power, good right and lawfull authority, to convey settle and assure the premises to and upon the said T S his heirs and assigns for ever, in form aforesaid, according to the true intent and meaning of these presents, and also that all and singular the said capital messuage or mansion-house, and other the premises before herein mentioned or intended to be conveyed, settled or assured as aforesaid, and every part and parcel thereof, with the appurtenances, now be and are, and so from time to time, and at all times hereafter for ever, shall or may be, remain and continue unto the said T S his heirs and assigns, according to the limitation aforesaid, and the true intent and meaning of these presents clearly

acquitted, exonerated and discharged, or otherwise by him the said T M Party to these presents, his heirs, executors or administrators, well and sufficiently saved and kept harmless, of and from all and all manner of former and other bargains, sales, gifts, grants, leases, mortgages, estates, joyntures, dowers, wills, covenants, intails, statute-merchant, and of the staple, recognizances, judgments, executions, extents, debts to the Common-wealth, debts of record, an of and from all other titles, charges, troubles and incumbrances whatsoever, at any time heretofore had, made, done, committed or suffered to be done, or at any time hereafter to be had, made, done, committed or suffered to be done by them the said T M and the said E M his father, and T M his grand-father, or any of them, or by any other person or persons whatsoever, the said leases herein before mentioned to be excepted, and either of them and the said estate, for life of the said M V and the fee-farm-rent of 16.lh. issuing, or yearly due and payable out of or for the said premises, to the Major and Commonalty of the said City of B only excepted and fore-prized; and the said T M for himselfe, his heires, executors and administrators, doth further covenant and grant to and with the said T S his heirs and assigns by these presents, that he the said T S his heirs and assigns, and his & their farmers and tenants shall, or lawfully may from time to time, and at all times hereafter, for ever peaceably and quietly enter into, have, hold, use, occupy, possess and enjoy al and singular the said capital messuage, mansion-house and premises before mentioned, or intended to be conveyed, settled or assured, and every part and parcel thereof with th' appurtenances, and take, receive and enjoy the rents, issues and profits thereof, to his and their own use, without any let, interruption, disturbance.

disturbance or incumbrance of or by him the said
 T M or his heirs, or of or by any other person or
 persons whatsoever, claiming or to claim, or having
 or pretending to have any lawfull estate, right, title,
 interest or thing, of, in, to, or out of the premises, or
 any part thereof: (except such as shall or may claim
 for, by or under the leases, estates, and rents before
 herein excepted, or any of them.) And further, that
 he the said T M and his heirs, and all and every o-
 ther person and persons, that shall or may claim,
 from, by, or under him, shall and will from time to
 time, and at all times hereafter, upon the reasonable
 request, and at the costs and charges in the law of the
 said T S his heirs or assigns, make, do, suffer, exe-
 cute and acknowledge, or cause to be made, done,
 suffered, executed and acknowledged, all and every
 such further, and other reasonable and lawfull acts,
 things and assurances in the Law whatsoever, for the
 further and better assuring, sure-making, settling and
 conveying to the said T S his heirs and assigns,
 of all and singular the said capital messuage or man-
 sion-house and premises before hereby mentioned, or
 intended to be hereby settled, conveyed or assured, and
 every part & parcel thereof, by such ways & means in
 the law, as by him the said T S his heirs or assigns,
 or by his or their Council learned in the law, shall be
 in that behalf reasonably devised, advised and requi-
 red, so as for the doing thereof the said T M & such o-
 thers as are or ought to make such further assurance
 by force of these Covenants, be not compelled or com-
 pellable to travel above fifty miles from the place of
 his or their respective dwelling or abode at the time
 of such request to be made: & it is declared to be the
 true intent and meaning of these presents, and of all
 the parties to the same, that all fines, feoffments, reco-
 veries, conveyances & assurances at any time hereafter
 to

to be had, levied, suffered, executed or acknowledged, by or between the said parties hereunto, or any of them or any other person or persons whatsoever of the said capital messuage or mansion house & premises before mentioned, for any part thereof, either alone by it self or together with any other lands, tenements or hereditaments shall be an enure, and shall be deemed, adjudged, construed & expounded, to be and enure, to and for the onely use and behoof of the said T S and of his heirs and assigns for ever, and to none other use, intent or purpose: and the said J V and *Mary* his wife, and T M. party to these presents, for the considerations aforesaid, have granted, bargained, and sold, and by these presents do grant, bargain and sell to the said T S and his heirs, all and every the deeds, charters, evidences, writings, counterparts of leases, escripts and minuments, which do touch, or concern the said messuage and tenement, or any part or parts thereof, all which or as many of them as now are, or be in the hands or possession of the said J V and M his wife, or either of them, or of any other person or persons, to his, her, or their own use, or by his or her delivery, or in the hands or possession of the said T M party to these presents, or of any other person or persons, to his, or by his delivery, the said J V for himself his executors and administrators respectively, and the said T M for him, his heirs, executors and administrators, do severally & respectively covenant and agree, to deliver or cause to be delivered, uncanceled and undefaced, or in as good condition and plight as now the same are unto the said T S his heirs or assigns before the Feast-day of the birth of our Lord God, next ensuing the date hereof. In witnesse whereof all the said parties to every part of this Indenture *Quadrupartite* have put their hands and seals, &c.

William

William King (being seized of lands and, &c. in fee-tail with remainders) dieth, having issue three daughters, who as co-heirs enter. Now S N and Hest. his wife one of the co-heirs (for the better conveying of Hesters third part to J F and his heirs) suffer a recovery, and by this deed, together with the tenants of the free hold, and the Recoverers direct the use of the same recovery.

THis Indenture Tripartite, &c. between Sam. N. &c. and Hester his wife, (one of the daughters and co-heirs of W K late of, &c. deceased) of the first part, J F the younger of, &c. of the second part, and T Y of, &c. and N L and B T of the third part, witnesseth, that whereas the said S N and Hester his wife, in the right of the said Hester were at the beginning of the terme of St. Michael, now last past, and before seized in fee-tail, with divers remainders over, of and in one full third part (the whole into three equal parts to be divided) of all that tenement, &c. containing by estimation one yard land, with the appurtenances, set, lying and being in Dundry aforesaid, in the said County of Somerset, and of and in all houses, edifices, buildings, barnes, stables, orchards, gardens, backslides, lands, tenements, meadows, leasows, pastures, commons, common of pasture, woods, under-woods, profits, commodities, emoluments and hereditaments whatsoever, to the said messuage and premises, or any of them, or to any part and parcel of them belonging, or in any wise appertaining; and whereas the said S N and H. his wife, being so seized as aforesaid, since the beginning of the said last terme of Saint Michael did, for and in consideration of the summe of 200 l. of, &c. to them by the said I F before the enscaling and deli-

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very hereof, well and truly paid and satisfied, whereof
 they do hereby acknowledge the receipt, and thereof
 and of every part and parcel thereof, do clearly ac-
 quire and discharge the said I F his heirs, executors
 and administrators by these presents, conclude and a-
 gree, to and with the said I F to convey and assure to
 the said I F his heirs and assigns for ever, to the
 only and proper use and behoof of him the said I F
 his heirs and assigns for evermore, the one full third
 part of all and singular the tenement, cottages, lands,
 and premises, before in these presents mentioned or
 expressed, and of all and singular other the messuages,
 lands, tenements & hereditaments whatsoever within
 the Parish of *Dundry* and *Chiew* aforesaid, or either of
 them, whereof the said *William King* the younger,
 (father of the said *Hester*) in his life time, and at the
 time of his death was seized of an estate of inheritance
 by such wayes, meanes and assurance in the Law, as by
 the counsel of the said I H should be advised and
 thought meet, and whereas it was advised and thought
 meet by the counsel of the said I F and concluded
 and agreed by and between the said parties to these
 presents, that a common recovery with double vou-
 cher should be suffered and executed of the said third
 part, by the said S M and H his wife, of the mes-
 suages, tenement, cottage, land and premises, before
 in these presents, mentioned or expressed, for the
 cutting off the said intail, and barring all remainders,
 and for the assuring and settling of the inheritance of
 the same third part, to and on the said I F his heirs
 and assigns for ever, in pursuance of which said ad-
 vice, conclusion and agreement, they the said S N and
Hester his wife, by their Deed indented bearing date
 the first day of this instant moneth of *November*,
 and intolled in the High Court of Chancery the
 nineteenth day of the same moneth, (made between
 them

them the said S N and Hester of the one part, and the said T Y of the other part) have granted, bargained and sold to the said T Y and his heirs, one full third part (the whole in three equal parts to be divided) of all and singular the tenement, cottage, lands and premises before in these presents mentioned or expressed, and of al and singular other the lands, tenements and hereditaments whatsoever, within the parishes of *Dundry* and *Chiew* aforesaid, or either of them, whereof the said *W. King* the younger (father of the said *Hester*) in his life-time, and at the time of his death was seized of an estate of inheritance, and the rents, reversion and services thereof, to be had and holden to the said T Y perfect tenant of the freehold of the premises, that a good, perfect and common recovery, with double voucher, might thereof be had and executed in pursuance of, and according to the said conclusion and agreement; and whereas afterwards in the same term of *Saint Michael* according to the conclusion and agreement aforesaid, the said N L and B T did pursue out of the said Court of Chancery one writ of entry *sur disseisin on le post*, returnable before the Justices of the Court of Common Pleas at *Westminster*, whereby the said N L and *Ben. T.* demanded against the said T Y the said part of the messuage, tenement, cottage, lands and things herein before mentioned or expressed, and by the said conclusion & agreement, meant or agreed to be assured or conveyed to the said I F and his heirs as aforesaid, by the names of (the third part of two messuages of thirty acres of land, of ten acres of meddow, of thirty acres of pasture, of three acres of wood, and common of pasture, with the appurtenances, in *Dundry* and *Chiew* in the County of *Somerset*, to which writ the said T Y appeared in person, and after Declaration against him by the said N L and

B T he the said T Y appeared in person at the Bar of the said Court, & vouched to warranty the said S N and H his wife, who likewise appeared in person, and did enter in the warranty, and afterwards vouched over the common vouchee, who did likewise appear in person, and after declaration against him, made defence, and afterwards made default, whereby several judgments were had according to the course of common recoveries used in the said Court of Common-pleas, witnesseth now further this present Indenture, and it is hereby explained, declared and expressed, that the true intent & meaning of all the said parties to these presents before, and at the time of the suffering the said recovery, was, & ever since hath been & yet is that the said recovery, & the whole execution thereof should, and for ever hereafter shall be and endure, and the said recoverers and their heires shall for ever hereafter stand and be seized of and in the said third part of the said tenement, cottage, lands and premises before mentioned, with the appurtenances, to and for the onely proper use and behoof of him the said I F and of his heires and assignes for ever and to or for none other use, intent or purpose whatsoever, and for that end and purpose (according to the advice of Counsel, and the conclusion and agreement aforesaid) the said S N and H his wife, for them and their heires, and every of them do, and either of them doth by these presents remise, release and quit-claim all Errours, writs and writs of Errour, cause and causes of Errour, mis-prisions and mis-entries and demands, which they the said S and H or either of them, their or either of their heires have, or hereafter may or ought to have, for or by reason of any errors, misprision, mis-entry, erroneous obtaining or prosecution of the said writ of entry and judgments aforesaid, or any of them, or o-
ther

ther matter or thing whatsoever, in or about, or any way touching or concerning the said recovery, or any the proceeding or prosecution thereof: And the said S N for himself, his heirs, executors and administrators, and for every of them doth covenant, promise and grant, to and with the said I F his heirs and assigns, & to and with every of them by these presents, that he the said S N and H his wife, at the time of the enfealing and delivery of the said recited deed, made to the said T Y and before mentioned to be inrolled as aforesaid, were lawfully and rightfully seized, in the right of the said H of and in one full third part (the whole in three equal parts to be divided) of all and singular the tenement, lands and premises before herein mentioned in fee-simple or fee-tail, and at the time of the enfealing of the said deed as aforesaid, had full power, good right, and lawfull authority, to grant, convey, settle, and assure the said third part in manner and form aforesaid, according to the true intent and meaning of these presents, and also that the said third part of the said tenement, land and premises before herein mentioned, or intended to be conveyed, settled or assured to the said I F as aforesaid, now be and are, and so from time to time, and at all times hereafter for ever shall or may be, remain and continue unto the said I F his heirs and assigns, according to the limitation aforesaid, and the true intent and meaning of these presents, clearly acquitted, exonerated and discharged, or otherwise by them the said S N and H, their executors or administrators, well and sufficiently saved and kept harmlesse, of and from all and all manner of former and other bargains, sales, gifts, grants, leases, mortgages, estates, joynures, dowers, wills, covenants, entails, statutes merchant, & of the staple, recognizances, judgments, executions,

extents, debts to the Common=wealth, sequestrations, debts of Record, fines, issues, amerciaments, and of and from all other titles, charges, troubles and incumbrances whatsoever, at any time heretofore had, made, done, committed or suffered to be done, or at any time hereafter to be had, made, done, committed or suffered to be done by the said S N and *Hester, William King* the younger, and *William King* the elder, father and grand-father of the said H K or any of them, or by any other person or persons whatsoever claiming or to claim, from, by, or under them, or any of them, and the said S N for himself, his heirs, executors and administrators, and every of them doth further covenant promise and grant, to and with the said I F his heirs and assignes, and every of them by these presents, that he the said I F his heirs and assignes, and his and their farmers and tenants, shall, or lawfully may from time to time and at all times hereafter, for ever peaceably and quietly enter into, have, hold, use, occupy, possess and enjoy one whole third part of all & singular the tenements, lands and premises before mentioned, and take, receive and enjoy the rents, issues and profits thereof to his and their own use, without any let, interruption, challenge, claim, disturbance or incumbrance, of or by them the said S N and *Hester*, or either of them, their or either of their heirs, &c. or of or by any other person or persons whatsoever, lawfully claiming, or having or pretending to have any lawful estate, right, title, interest, or thing, of in, to or out of the said granted third part, from, by, or under the said *Hester*, and her said father and Grand, father, or any of them. And further For better that he the said S N and *Hester* his assurance. wife, and the heirs of the said *Hester* shall and will from time to time, and at all times hereafter, upon the reasonable request, & at the costs

costs and charges in the law of the said I F his heires and assignes, make, do, suffer, execute and acknowledge, or cause to be made, done, suffered, executed and acknowledged, all and every such reasonable and lawfull acts, thing & assurances in the law whatsoever for the further and better settling, assuring, sure-making and conveying to the said I F his heirs and assignes, for ever, according to the true intent and meaning of these presents, the said third part before hereby mentioned or intended to be conveyed, and assured of and in the tenements, lands and premises aforesaid, by such wayes, and means in the Law, as by him the said I F his heirs or assigns, or by his or their Counsel learned in the Law, shall be in that behalf reasonably devised, or advised and required, for the making whereof, the said S N or *Hester* shall not be compelled to travel above twenty miles for the place of his, her or their dwelling or abode at the time of such request to be made, nor to enter into any further or more general warranty, or acquittal then is herein comprized, and the said S N and H his wife, for the considerations aforesaid, have granted, bargained and sold, and by, &c. to the said I F his heirs and assigns, all deeds, charters, writings and evidences which do touch or concern the premises aforesaid, or any part thereof, and all the right, title, and demand of them the said S and H of, in and to all and every or any the same deeds, evidences and writings, In witness whereof all the said parties have to each part of this Indenture *tripartite*, &c.

WB being possessed of lands, &c. for a term of yeares,
 (the inheritance of which lands in fee-simple, were
 conveyed to R R and W B in trust to be disposed of
 as W B and his wife shall appoint) contracts with
 W for sale, the assurance advised thus, That for keep-
 ing on foot the term, and preventing incumbrances, the
 term should be granted to W D himself, and the in-
 heritance to W D his sonne, the inheritance is convey-
 ed to the son, as followeth.

THis Indenture, &c. between W B of, &c. R R
 and W K of, &c. of the one part, and W D and
 W D of, &c. witnesseth, that for and in considera-
 tion of the summe of, &c. to the said W B by the said
 W D the elder before the enscaling hereof paid,
 as well for certain terms and interests by the said
 W B to him the said W D already made and gran-
 ted of the parcels of land herein after granted, as for
 the inheritance thereof, hereby intended to be gran-
 ted and conveyed, the said R R and W K at the re-
 quest of the said W B and by the appointment, and
 with the attornment of the said W D the elder, have,
 and either of them hath granted, bargained, sold,
 aliened and confirmed, and by, &c. to the said W D
 the sonne and his heirs, all that messuage, tenement,
 &c. and all rents, reversions, remainders and services
 of the said premises, and all their and either of their
 right, title, interest, challenge, claim and demand
 whatsoever, of, in, and to the same premises, to have,
 hold, and enjoy the said, &c. unto the said W D the
 sonne, his heirs and assigns for ever, to his and their
 own use for evermore, to be holden of the chief Lord
 or Lords of the fe or fees of the premises, by the rent
 and

and services therefore due, and of right accustomed : and it is concluded and agreed by and between the said parties that neither these presents, nor any thing therein contained, shall extend or be construed to extend, to binde or charge the said R R and W K or either of them, their or either of their heirs touching the premises, otherwise than against his and their own acts respectively, In witness whereof, &c.

Note.

That in respect of the Attornment of tenant, the estate of inheritance passeth legally without livery.

B M being seized of lands, (jure uxoris) she being a co-heir purchaseth of J B (to whom the estates of the other co-heirs is come) all the lands, the conveyance is by recovery concluded to be suffered by J B

THis Indenture, &c. between J B of, &c. sonne and heir of *William Beaumont* late of, &c. deceased, and M his wife, one of the daughters and co-heirs of D S Gent. deceased of the one part, and B M of, &c. *William H I H* of, &c. and *Rich. C.* of, &c. of the other part, witnesseth that the said *John Beaumont*, for and in consideration of the summe of 200. l. of, &c. to him by the said B M before, &c. whereof, &c. hath agreed to grant, convey and assure to the said B M his heires and assignes for ever, all that roft and eight acres of land by estimation, be they more or lesse, called, &c. and also common of pasture for six young Beasts, and one house with the apputenances in *wickware Heath*, all which premises are situate, &c. and now are in the tenure holding or occupation of the said B M in

in the right of E his wife, the daughter of R W deceased, for term of her life, and which said premises late were the inheritance of the said D S and by and after his death, descended & came to his three daughters viz. the said M E the wife of R C and B the wife of I M the parts and portions of which E C and B he the said W B purchased and dyed thereof seized. And also the said I B for the considerations aforesaid, hath agreed to grant, convey and assure to the said B M his heirs and assigns for ever, all other the messuages, lands, tenements and hereditaments of him the said I B within the Parish of W aforesaid, and all rents, reversions and services of the premises, & every part thereof, as by such ways and means as by him the said B M or his Counsel learned in the Law, shall be in that behalf reasonably devised and required: and this present Indenture further witnesseth, that the said I B doth for himself, his heirs, executors and administrators, covenant, promise, and grant to and with the said B M his executors, and administrators and assigns by these presents, that he the said I B shall and will before the end of *Easter Term* now next ensuing, by deed indented and enrolled in the high Court of Chancery, bargain and sell to the said W H and I H and their heirs, all the said toft and premises, to have and to hold to the said W H and I H and their heirs, during the natural life of the said I B to the intent and purpose to make them tenants of the free-hold of the premises, and that a writ of entry *sur disseisin in le post*, shall be brought and prosecuted, by the same R C against the said W H and I H whereby he shall demand the said premises by some fit and apt names against them the said W H and I H who shall appear in person, and vouch to war;

warranty, the said I B who shall likewise appear in person, and vouch over to warranty the common vouchee, who shall likewise appear in person and enter into the warranty, and afterwards make default, and depart in contempt of the Court, whereby several judgments shall be had, (*viz.*) for the said R C to recover the premises against the said W H and I H and for them to recover in value against the said I B and for the said I B to recover over in value against the said common vouchee, which said recovery, so or in any other manner to be had and executed, and all fines, feoffments, and other assurances at any time hereafter to be had or executed, of the premises, or any part thereof, shall be and enure, and shall be deemed, adjudged, construed and expounded to be and enure, to and for the onely use and behoof of the said B M and of his heirs and assigns for ever: and the said I B for himself, his heirs, executors and administrators, doth covenant, promise and grant to and with the said B M his heirs and assigns by these presents, that he the said I B at the time of the enfealing and delivery hereof is, and until the said premises shall be fully and perfectly conveyed and assured to the said B M his heirs and assigns for ever, according to the true intent & meaning of these presents, shall be the true and lawful owner of the said premises, and every part thereof, and of and in the same and every part thereof lawfully & rightfully seized of a good estate of inheritance in fee-simple, in his own right, and to the onely use of him and his heirs, by good, sure, sufficient, and absolute conveyance, assurance, and title in the Law indefeazable, and also, that he the said I B at the time of the enfealing and delivery hereof, hath, and until the said premises shall be assured as aforesaid, shall have full power, good right, and lawful authority, to bargain, sell,
con-

convey and assure the said premises, and every part thereof to the said B M his heires and assignes for ever, according to the true intent and meaning of these premises, and also that the said premises, and every part thereof, now be and are, and so from time to time, and at all times hereafter for ever, shall or may be, remain and continue to the said B M his heirs and assignes clearly acquitted and discharged, or otherwise by him the said I B his heires and assignes, well and sufficiently saved and kept harmlesse, of and from all and all manner of former and other bargains, sales, gifts, grants, leases, mortgages, jointures, dowers, wills, covenants, statutes, recognizances, judgements, executions, extents, rents, charge-rents, seck, arrearages of rents, and of and from all other titles, charges, troubles and incumbrances whatsoever, at any time heretofore had, made, done, committed or suffered to be done, or at any time hereafter to be had, made, done, committed, omitted or suffered to be done by him the said I B or by the said W B or by any other person or persons whatsoever, (except the estate of the said E M for her life, and except the rents and services from henceforth to be due & payable to the Chief Lord or Lords of the fee or fees of the premises) and also the said I B for himself, his heirs, executors, and administrators, doth covenant, promise and grant, to and with the said B M his heires and assignes by these presents, that he the said B his heires or assignes shall or lawfully may, from time to time, and at all times hereafter for ever, peaceably and quietly have, hold, and enjoy the said premises and every part thereof, without any let, interruption, challenge, claim, disturbance or incumbrance of or by him the said I B or his heirs, and without any lawful let, interruption, challenge, claime, disturbance or incumbrance of,

or

or by any other person or persons (except such as shall or may claim, by or under the right or title of the said E M or for the rents and services aforesaid :) And further that he the said I B and his heires, and every other person and persons, lawfully claiming or to claim any manner of lawful estate, right, title, or interest in or to the premises (except before excepted) shall and will from time to time, and at all times hereafter upon the reasonable request, and at the costs and charges in the law of the said B M his heires or assigns, make, do and execute all and every such further acts and things, for the further and better assuring of the said premises, and every part thereof to the said B M his heires and assigns for ever, as by him the said B M his heires or assigns, or by his or their counsel, &c. so as for the doing thereof, &c. a bargain and sale of deeds, &c. In witness, &c.

Nota.

B M demiseth the lands to A and B *Habend.* forty years, (if the coverture between him and E his wife so long continue) on trust, to suffer him to enjoy and make such grants as he shall appoint.

Nota.

B M surrendreth to J B the premises *Habend.* to him and his heires, provided, if I B or his assigns pay not 200 l. before Midsummer next, &c. to be void, B M to enjoy the premises in the mean time.

Peter

PH purchaseth lands of W H & uxor, (other lands he holds in the right of J his wife, to whom the same were devised by R J her brother in fee-simple) the brother and heir of the devisor intendeth to settle other lands which came to him by descent, on the said P and J in tail. Now for the settling as well the lands purchased of H as all the rest, a fine is levied by W H & uxor J J (heir to the devisor) & uxor, and the said P & uxor, and T P and J C The uses whereof are declared by the deed following.

THis Indenture tripartite, &c. between W H of, &c. and M his wife, T J of, &c. brother and heir of R J late of, &c. deceased, who was Son and heir of J J late of, &c. deceased (begotten on the body of J his wife, daughter of T P of, &c. deceased) and A the wife of the said T J of the first part P H and J his wife of the second part, and T P and J C of, &c. of the third part; witnesseth, That whereas the said W H by his deed indented, bearing date April 18. in the sixteenth year of, &c. for the consideration therein expressed, did grant, bargain, sell and convey to the said P H his heires and assignes for ever, two several messuages or tenements, with the garden and appurtenances thereunto belonging, situate and being, &c. and then and yet in the several holdings of, &c. and also three several holdings of, &c. and also three several messuages or tenements, with a garden or out-ground on the back part thereof, and to the same three tenements, or some of them belonging or appertaining, situate and being &c. and then, and yet in the several tenures or oc-
cu-

cupation of, &c. as in and by the same deed indented more at large appeareth, and whereas also the said R J being in his life-time lawfully seized in fee-tail, of and in all the messuages, lands, tenements and hereditaments hereafter mentioned (that is to say) all that great messuage or tenement, wherein, &c. situate and being, &c. and also two other Messuages or tenements, &c. and also three gardens, &c. and in his life-time (*viz*) in the Term of *Easter* in the sixteenth year of &c. acknowledge and levy to the said P H and T P one Fine *sur conuissance de droit come ceo, &c.* which was sued out with Proclamation, according to the form of the Statute in that case made and provided, before the then Justices of the Court of Common-pleas at *Westminster*, of all the said messuages, lands, tenements and premises, by the names of nine Messuages, and four gardens, with the appurtenances in, &c. as by the said Fine remaining of Record in the said Court more at large may appear: Which said Fine was levied to the intent and purpose, to make the said R I Tenant of all the said premises in fee-simple, as by Indentures to that purpose made, bearing date *April 20.* in the said sixteenth year of, &c. made between the said R I of the one part, and the said T P and P H of the other part, more at large it doth and may appear: and whereas the said R I after the levying of the said fine (that is to say) *April 25.* in the seventeenth year of, &c. by the last Will and Testament in writing, bearing date the day and year last mentioned, did give and devise in these words: *viz.* I give and bequeath all that tenement, &c. unto *Joan H* my Sister, wife of *Peter H* and to her heires and assignes for ever, and also in another place of the said Will gave and devised in these words, (*viz.*) *Item,* I give to my Sister *I H* and to her heires

heirs and assigns for ever, my house, lodge and orchard with the appurtenances, lying and being, &c. as by the said Will and Testament may appear, and whereas the said *Richard Joanes* afterwards died, leaving all the residue of the said Messuages, lands tenements and premises, to descend and come to the said T J as brother and heir of the said R J witnesseth now further this present Indenture, that for the consideration aforesaid, and for and in consideration of the summe of 40 l. to him the said T J by the said P H before the enfealing and delivery hereof, well and truly satisfied and paid, whereof he acknowledgeth the receipt, and thereof, and of every part and parcel thereof, doth clearly acquit and discharge the said P H his heires, &c. and every of them for ever by these presents, and for settling the inheritance of all the said messuages, lands, tenements, hereditaments and premises, in such manner and form as hereafter in these presents is mentioned, limited and declared, and for divers other good causes and considerations, all the said parties moving, it is covenanted, granted, concluded and agreed, by and between all the said parties to these presents, that they the said W B and M his wife, T J and A his wife, P H and J his wife, shall and will before the end of *Easter* term next acknowledge and levy to the said T P and I C and to the heires of one of them one fine, *sur conuizance*, &c. to be sued out with Proclamations according to the form of the statute in that case made and provided, before the Justices of the Court of Common pleas at *westminster*, of all the messuages, lands, tenements and premises before mentioned, by the names of thirteen messuages and seven gardens, with the appurtenances in, &c. which fine so or in any other manner to be acknowledged and

and levied, and all other fine and fines to be had, levied or acknowledged by or between the said Parties, or any of them, or any other person or persons of the said premises, or any part thereof, shall be and enure, and shall be deemed, adjudged, construed, and expounded to be and enure, to and for the only uses, intents and purposes, hereafter in these presents, limited, expressed and declared, (that is to say) as touching and concerning all the said messuages, tenements, gardens and premises before mentioned, to be granted, bargained, sold or conveyed by the said *W Ho.* in and by the said recited Deed indented, to the use and behoof of the said *P Hobbs*, and of his heirs and assigns for ever, and as touching all other the messuages, lands, tenements, hereditaments and premises before-mentioned, meant or intended to be comprized in the said fine hereby agreed to be levied, whereof no use is herein before expressed, and of every part and parcel thereof, with th' appurtenances, to the use and behoof of the said *Peter H* for term of his natural life, and from and after his decease, to the use & behoof of the said *Joan H* for the term of her natural life, & from and after her decease, to the use & behoof of the first Sonne of the said *P Hobbs*, on the body of the said *Joan* his wife begotten, and to be begotten, and of the heirs males of the body of such first Son lawfully to be begotten; and for default of such issue, to the use and behoof of the second Son of the said *Peter Hobbs* on the body of the said *Joan* his wife begotten and to be begotten, and of the heirs males of the body of such second Sonne lawfully to be begotten, and for default of such issue, to the use and behoof of all and every other Sonne and Sonnes of the said *P H* on the body of the said *Joan* his wife to be begotten, one after another, as they shall be in seniority of age, and priority of Birth,

and of the heirs of the body of every of the same
 sonnes respectively to be begotten, the elder of the
 said sons and the heirs of his body, being alwaies pre-
 ferred before the younger, and the heirs of their bod-
 dies, and for default of such heirs, to the use and behoof
 of all the daughters of the body of the said P H on the
 body of the said I his wife begotten and to be begot-
 ten, and of the heirs of the body of the same daugh-
 ters respectively, lawfully to be begotten, and for de-
 fault of such heirs, to the use and behoof of the said
 P H and I his wife, and of their heirs and assigns for
 ever: provided alwaies, and it is explained and decla-
 red to be the true intent and meaning of these pre-
 sents, and of all the parties to the same, that it
 shall be lawfull to and for the said P H and I his
 wife, at any time during the coverture between them
 by any writing or writings indented to be by them
 signed and sealed in the presence of three or more
 credible witnesses, who shall thereunto subscribe or
 indorse their names or marks, testifying the same
 to alter, change, revoke, determine, diminish or in-
 large all or any of the use or uses herein before limi-
 ted, touching or concerning the said messuages, te-
 nements and premises, herein before limited, to the
 said P H and I his wife, or either of them for
 their lives, or any part or parcel thereof, and by
 the same writing or writings, or by any other writ-
 ting or writings indented, so signed, sealed, and re-
 stified as aforesaid, to limit and appoint any other
 use or uses of the same messuage or messuages, te-
 nements and premises last mentioned, or any part or
 parcel thereof, to the said person or persons, or to any
 other person or persons, and of such estate and estates
 as to them shall seem best, and in case any such new
 limitation or appointment of uses shall be made,
 that then the said fine so to be levied, shall be and

enure, and shall be deemed, adjudged, construed and expounded to be and enure, as touching the said messuages, tenements, lands and premises last mentioned, and every part thereof, to and for such new use and uses, as in and by such writing or writings, so to be signified, sealed and testified as aforesaid, shall be expressed, limited and declared, any thing, &c. And the said *Thomas Jones* for himself, his heirs, executors, and administrators, doth covenant, promise and grant to and with the said *P Hobbs*, and *Joan* his wife, and either of them, their and either of their heirs, &c. by these presents, that all the said messuages, tenements and premises, and every part and parcel thereof, with the appurtenances now are and be, and so from time to time, and at all times hereafter for ever, shall or may be, remain and continue to the several and respective uses before herein mentioned, limited and declared, according to the true intent and meaning hereof, clearly freed and discharged of and from all former and other bargains, sales, gifts, grants, leases, mortgages, charges, troubles and incumbrances whatsoever had, made, committed or done by him the said *Tho. Jones*, or any other person or persons, lawfully claiming or to claim, by, from or under him. In witness, &c.

A marriage is intended between Tho. Geo. Esquire and Ph. B single woman, Ph. (in regard the joynture agreed on cannot presently be assured) with consent of Tho. makes over all her land &c, jewels, moneys, &c. to Eliz. her sister in trust, &c.

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and
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This Indenture Tripartite, &c. between T Geo.
Esquire, Sonne and heir of Sir Tbo. G of, &c.
night, of the first part, Ph. E. single woman, and
F 2 daugh-

daughter of, &c. of the second part, and *Eliq. B* sister of the said *Ph B* of the third part, witnesseth, That whereas there is a Marriage agreed upon, and shortly (by Gods grace) to be had and solemnized; between the said *T G* and the said *Ph B* and whereas the said *P B* is, and standeth possessed and interessed in certain leases, moneys, jewels, debts, goods and chattels; and whereas also the said *T G* by reason of the present distractions of the times, is not able presently to assure unto the said *P B* such jointure as is agreed on to be assured to her, witnesseth now further this present Indenture, that it is covenanted, granted, condescended unto and agreed upon, by and between all the said Parties to these presents, in manner and form following (that is to say) the said *P B* by and with the consent and good will of the said *T G* Party to these presents, testified by being Party, and putting his hand and seal to one or more parts of this Indenture, hath granted, aliened, assigned and set over, and by, &c. unto the said *Eliq. B.* all such manners, messuages, lands, tenements, rents, services and hereditaments whatsoever situate, lying and being in, &c. or elsewhere in *England*, whereof or wherein she the said *Phil.* is or standeth possessed or interessed, and all her estate, right, title, interest, claim and demand whatsoever, in and to the same mannors, messuages, lands, tenements and premises and every or any part thereof, together with all Leases, Deeds and writings, touching the same premises and every part thereof. To have and to hold the said Mannors, messuages, Lands, tenements, and premises, and every part and parcel thereof, with the appurtenances to the said *Eliq. B* her Executors, administrators and assigns, from henceforth, for and during all the respective time and times, term and terms, as she the said *P B* hath, or ought to have

have thereunto to come and unexpired; and also the said *Ph. B* by and with the like consent and agreement of the said *T G* party to these presents, testified as aforesaid, hath granted and delivered, and by, &c. to the said *Eliz. B* all her jewels, moneys, bonds, specialities, debts, and other goods and chattels whatsoever, before hereby mentioned, meant or intended to be granted and delivered, and every part and parcell thereof with the appurtenances to the said *Eliz. B* her executors, administrators and assigns, to the uses, intents or purposes hereafter in these presents mentioned and declared: and it is expressed and declared to be the true intent and meaning of all the said parties to these presents, that the several grants herein before made to the said *Eliz. B* are so to her made upon trust and confidence in her reposed, as well by the said *T G* Party to these presents, as the said *P B* that in case the said marriage take effect, and that the said *T G* shall, during the coverture between him and the said *Ph.* cause to be assured by good and sufficient ways and means in the law to the said *Ph.* for her life, and after her death to the heirs of her body by the said *T* party, &c. to be begotten, mannors, messuages, lands, tenements and hereditaments, situate, lying and being in the Countys of *Wylts* and *Gloucester*, or either of them, of the clear yearly value of 250 l of, &c. over and above all rents, charges, deductions and reprints, or that after such marriage solemnized, if the said *Ph.* shall happen to depart this transitory life before the said *T G* and before such assurance made as aforesaid, which shall first happen, she the said *Eliz. B* her executors, administrators and assigns, shall and will upon the reasonable request, and at the costs and charges in all things of the said *T G* his Executors, &c., not only grant, assign and set over to the said

T G Party, &c. his executors, &c. all the said man-
 nors, messuages, lands, tenements, hereditaments
 and premises before hereby granted or assigned by
 the said Ph. B to the said Eliz. B as aforesaid, for
 all such time and times, term and terms respective-
 ly, as shall be then therein to come and unexpired, dis-
 charged of all other grants and incumbrances made or
 done by the said Elizabeth, except such as she shall
 make or do by consent of the said T G his Execu-
 tors, &c. but also grant and re-deliver to the said
 T G his Executors or assigns, all such moneys,
 jewels, bonds, specialties, debts, and other goods and
 chattels whatsoever, as in the mean time shall come
 to the hands of the said Eliz. her Executors, &c.
 by force of these presents, and which shall remaine
 or be in her or their hands, custody or possession, by
 the true meaning hereof, and also, that in such case,
 she the said Elizabeth, her executors, &c. shall from
 time to time, in the mean time after solemniza-
 tion of the said marriage, pay and deliver to the said
 T G all such rents, issues and profits of the said
 mannors, lands, tenements, moneys and debts, as
 shall come to her or their hands or custody, and also
 upon further trust and confidence in the said Elizab.
 B reposed, that in case the said marriage take effect,
 and the said T G happen to depart this transitory
 life before the said P B and before he shall have as-
 sured or caused to be assured to the said P B any
 mannor, messuages, lands, tenements or heredita-
 ments of the value aforesaid, and in form aforesaid;
 that then in such case she the said Eliz. B her exe-
 cutors, &c. shall and will not only re-grant, re-as-
 sign and set over to the said Ph. B. all the said man-
 nors, messuages, lands, tenements and premises be-
 fore hereby granted or assigned, by the said Ph B
 as aforesaid, for all such time and times, term and
 terms

terms respectively, as shall be then therein to come and unexpired, discharged of all other grants and incumbrances made or done by the said *Elizabeth B* her executors, &c. except such as she shall make or do by the consent of the said *PH*, but also re-grant and re-deliver to the said *Phil.* her executors or assigns, all such moneys, jewels, bonds, specialties, debts, and other goods and chattels whatsoever, as in the mean time shall come to the hands or custody of the said *Eliq.* her executors or assigns by force of these presents, and which shall remain or be in her or their hands, custody or possession, by the true meaning of these presents, and the said *T G* for himself, his executors, &c. doth covenant, promise, grant and agree, to and with the said *Eliq. B* her executors, &c. by these presents, that neither he the said *T G* nor his heirs, &c. nor any other person or persons, claiming or to claim by or under him, or deriving any authority by or under him, them or any of them, shall at any time hereafter enter into, receive, take or entermeddle with the said mannors, messuages, lands, tenements, hereditaments, jewels, moneys, bonds, specialties, debts, or other things before hereby mentioned, meant or intended to be granted, assigned or delivered by the said *Phil. B* to the said *Eliq. B* as aforesaid, or any part or parcel thereof, or any rents, issues or profits thereof, or of any part thereof, other than according to the true intent and meaning of these presents, provided alwaies, and it is declared to be the true intent and meaning of these presents, and all the parties to the same, that in case the said marriage shall not be solemnized, on or before the, &c. next ensuing the date hereof, that then and from thenceforth, these presents, and every grant, matter and thing herein contained, shall cease, determine, and be utterly frustrate

the right heirs of the said A for ever: and it is promised, covenanted, concluded, agreed and declared, by and between all and every the said parties to these presents, that it shall and may be lawfull, to and for the said A from time to time, and at all or any time or times, during his natural life, by any Indenture or Indentures to make any demise or demises, grant or grants of the said premises, or of any part or parts thereof, alone or amongst other things, as well in possession for the term of twenty one years or under, or for one, two or three life or lives, or for any term or number of years determinable, on one, two or three lives, at, for and under such rents, covenants and conditions, as to him the said A shall seem meet, so as the the said B shall be made a party to every such Indenture, whereby any such demise or grant shall be made, during the life of the said B and that the said B shall seal and deliver every such Indenture, and that at all times from and after the making of any such demise or demises, grant or grants, the said fine to be levied as aforesaid, and the Conuzes of the same fine and their heirs, and the heirs of the survivor of them, shall stand and be seized of and in such part and parts as shall be so demised or granted, to the use and behoof of every such lessee or lessees, grantee or grantees, to whom any such demise or demises, grant or grants shall be so made, and according to the true intent and meaning of every the same severall & respective demise or demises, grant or grants, so as the same lessee or lessees, grantee or grantees, their executors and assignes shall pay the rents, and perform their covenants and conditions in such Indentures of demises or grants, to be specified and contained, according to the true intent and meaning of the same Indenture. In witness, &c.

R C being possessed of a messuage, &c. in fee-simple, granteth the same to I P C P and G C Habend. to them and their heirs, to certain uses, viz. the use of himself for life, yet so as to pay 20 l. per annum, and meat, drinke, &c. to his eldest Sonne, his Wife, &c. and after his decease to several other uses and profits.

THis Indenture, &c. between R C of, &c. of the one part, and I P C P and G C of the other part, witnesseth that the said R C for divers considerations him thereunto moving, and especially for the preferment of A his Eldest Son, and next heir, and for the jointure of Alice, the now wife of the said A and for the preferment of the issue between the said A and Alice, lawfully begotten and to be begotten, hath given, granted, enfeoffed and confirmed, and by, &c. unto the said I P C P and G C and their heirs, all that mansion-house, or messuage, with the appurtenances, wherein the said R C now dwelleth, let, lying and being, &c. and all the Orchards, gardens, lands, tenements, pastures, meadows, woods, commons, profits, commodities and advantages whatsoever, to the said messuage and premises belonging, or in any wise appertaining, or being accepted, reputed or used, as part, parcel or member thereof, and the reversion and reversions, remainder and remainders, rents and services of all and singular the aforelaid premises, and every part and parcel thereof, to have and to hold the said messuage or tenement, lands, meadows, leascs, feedings, pastures, rents, reversions, services, and hereditaments, and all and singular other the premises, with their and every of their appurtenances, unto the said I P C P and G C their heirs and assigns for ever,

ver, to this end, meaning, intent, construction and purposes, that they, &c. and their heirs, and the heirs of the survivors or survivor of them, shall from henceforth stand and be seized of the said Messuage and all and singular other the above mentioned premises, and of every part and parcel thereof, to the uses intents and purposes hereafter in these premises limited and declared, and to none other use, intent or purpose whatsoever, (that is to say) to the use and behoof of the said R C for and during his natural life, so as and upon condition that he the said R C shall from time to time during his natural life, pay or cause to be paid unto the said A and *Alice* his wife, and the longest liver of them, the summe of 20 l. by the year, at the two most usual Feasts in the year, that is to say, the Feast of, &c. by even portions to be paid, during the said term, or within fourteen daies next after every of the said Feast-daies, and the first payment to be had and made upon the Feast-day of, &c. next, &c. and the same payments to be yearly had and made in manner and form aforesaid, at or within the now dwelling house of the said A. situate, &c. and also upon condition that he the said R C shall from time to time during his natural life find, give and provide unto the said A and the said *Alice* his wife, and to all such children, as shall between them be begotten, competent, sufficient and convenient meat, drink, house-room, and lodging within his said mansion-house, and after the decease of the said R C the said parties above mentioned, and the heirs of the longest liver of them shall stand and be seized of all and singular the said premises, with their and every of their appurtenances, to the use and behoof of the said A and of the said *Alice* his wife, and of the heirs of their two bodies, between them lawfully begotten, and to be begotten
and

and for default of such issue, to the use and behoof of R C one other of the sons of the said R C and of the heirs males of his body lawfully to be begotten, and for default of such issue, to the use and behoof of W C one other of the sons of the said R C and the heirs males of his body, lawfully to be begotten and for default of such issue, to the use of the said R C and of his heirs and assigns for ever

R C covenanteth, that he is lawfully seized, hath power to grant, that the premises shall remain free from incumbrances, prout usual.

A settlement by fine and recovery of several Mannors, Lordships &c. for the raising of moneys, for payment of debts and childrens portions, as also for entailing there of under several provisos and legacies,

THis Indenture tripartite, &c. between the Right Honorable *Edward Lord Herbert* and *Richard Herbert Esquire*, sonne and heir apparent of *Dame Mary* late wife of the said *Edward Lord Herbert* and sole daughter of *Sir William Herbert of Saint Julians* in the County of *Monmouth* Knight, deceased of the first part; the right Honorable *John Earle of Bridgewater*, and *Edward Herbert* of the Inner Temple *London* Esquire, of the second part, and *Moses Loyd* of, &c. and *Henry Gibbens* of, &c. of the third part witnesseth, that whereas the said *Edward Lord Herbert*, or some in trust for him, is or are seized in his or their demeann, as of fee, of some part of the lands, tenements and hereditaments hereafter mentioned, and is also seized for term of his life, as tenant by the courtisie of *England* of the mannors, messuages, lands, tenements and hereditaments hereafter specified, the reversion thereof in fee

fee-simple, being descended by and after the decease of the said *Mary* unto the said *Richard Herbert*: now to the end, that the Mannors, Lordships, messuages, lands, tenements and other hereditaments hereafter mentioned and expressed, may be established, vested and settled unto the said *Edward Lord Herbert*, during his natural life, and after his decease upon the said *Richard Herbert*, and upon his name, stock and posterity, and to such other uses, intents and purposes as are hereby appointed; it is covenanted, promised, granted, condescended, concluded and agreed, by and between the said Parties to these presents; and the said *Edward Lord Herbert*, and *Richard Herbert*, do for themselves, their heirs, executors, administrators and assigns, covenant, promise, grant, condescend and agree, to and with the said *John Earl of Bridgewater*, and *Edward Herbert*, their heirs, executors, administrators and assigns, and to and with every of them by these presents, that they the said *Edward Lord Herbert*, and *Richard Herbert*, shall and will on this side, and before the end of *Michaelmas* term next ensuing, and coming after the date of these presents, in due form of Law, and at the equall costs and charges in the Law of the said *Edward Lord Herbert*, and *Richard Herbert*, levy and acknowledge to the said *Moses Loyd*, and *Humphry Gibbens*, and the heirs of the said *Moses*, one or more fine or fines *sur convenance de droit come ceo*, &c. with proclamations thereupon to be had and made, according to the form of the statutes in that behalf made and provided, of all that capital messuage or mannor-house of *St. Julians*, with the rights, members and appurtenances thereof, and of all and singular the mannors, Lordships, messuages, lands, tenements and hereditaments whatsoever, of them the said *Edward Lord Herbert*, and *Richard Herbert*, or either of them
where-

whereof they the said E Lord H and R H or either of them are or do stand seized of any estate or inheritance, within the Kingdom of *Ireland*, by such name or names, quantities, qualities, contents and numbers of acres of things, in such manner and form as by the said E L H and R H or either of them shall be reasonably devised, or advised and required, in and by which fine or fines so as aforesaid, or in any other sort to be levied and acknowledged, the said E L H and R H shall acknowledge the said Mannors, Lordships, Messuages, Lands, Tenements, hereditaments, and all and singular other the premises, with their and every of their appurtenances, to be comprized in every such fine, to be the right of the said M L as those which the said M L and G H have, of the gift of the said E L H and R H the which said fine or fines so as aforesaid, or in any other sort to be levied and acknowledged, shall be and enure, and shall be deemed, adjudged, esteemed, reputed, and taken to be and enure, to the use and behoof of the said, M L L and H G and their heirs, to the intent and purpose that they the said M L L and H G may become perfect tenants of the freehold of the said mannors, messuages, lands, tenements, hereditaments and premises, with their appurtenances, whereby one or more perfect common recovery or recoveries, shall or may thereof be had and suffered, in manner and form hereafter following for which intent and purpose, it is hereby further covenanted and agreed, by and between the said parties to these presents, that it shall and may be lawfull to and for the said I E of B and E H to bring, pursue and prosecute against them the said M L L and H G one or more writs of every *sur disseisin en le post*, of and for the said Mannors, Lordships, Messuages,

suages, lands, tenements, rents, hereditaments, and
 all and singular other the premises, with their and e-
 very of their appurtenances, by such name or names,
 quantities, qualities, contents and numbers of acres
 and things, in such sort, manner and form, as by the
 said E L H & R H or their, or either of their Coun-
 sel learned in the Law, shall be reasonably devised, ad-
 vised & required; the which said writ or writs of entry
sur disseisin en le pozt, so as aforesaid, or in any other
 sort to be had or brought, shall be returnable in such
 Courts, and before such Judges or Justices, as the
 said E L H and R H or the survivor of them, his or
 their Counsel learned in the Law shall advise or think
 fit, before the end of *Michaelmas* term next ensuing
 after the date of these presents, and the said M K K
 and H G shall thereunto appear *gratis*, and vouch
 over to warranty the common vouchee, who shall also
 appear, and after imparlance had, shall make default
 and depart in contempt of the said Court, whereby
 one or more perfect common recovery or recoveries,
 shall or may be had or suffered against them the said
 M L L and H G of and for the said Manners,
 Lordships, messuages, lands, tenements, heredita-
 ments and premises, with their appurtenances, accor-
 ding to the usual course of common recoveries in such
 cases used and accustomed, for assuring of lands and
 tenements, the which said common recovery or reco-
 veries, so as aforesaid, or in any other manner to be
 had and suffered, and all other common recoveries,
 fines, feoffments, conveyances and assurances in the
 Law whatsoever, since the death of the said Lady *Mary*
Herbert, wife to the said *Edward* Lord *Herbert*, had,
 made, levied, suffered, acknowledged or executed, or
 at any time hereafter to be made, levied, suffered, ac-
 knowledged or executed, by or between the said Par-
 ties to these presents, or any of them, or whereunto
 they

they or any of them shall be parties, of or concerning the said manors, messuages, lands, tenements, hereditaments or premises, or any of them, or any part or parcel of them or any of them, shall be and enure, and shall be adjudged, deemed, esteemed, reputed and taken to be and enure to the uses, behoofs, intents, and purposes, and with, upon and under such provisoes, conditions, powers and limitations, as are hereafter in and by these presents mentioned, declared, limited and appointed (that is to say) as for and concerning all and singular the said messuages, farms, lands, tenements and hereditaments, in *Tinterne* in the said County of *Monmouth*, &c. to the use and behoof of the said *Richard Herbert*, his heirs and assigns for ever, and as for and concerning all and every other the manors, messuages, lands, tenements, meadows, leaiowes, pastures, feedings, commons, woods, under-woods, rents, services and hereditaments whatsoever, of them the said *Ed L H* and *R H* or either of them, with their and every of their appurtenances in the said County of *Monmouth*, to the use and behoof of the said *Richard Herbert*, for and during the term of his natural life, without impeachment of or for any manner of wast, and with full power to do or commit wast, and after the deceale of him the said, *R H* to the use and behoof of the said *E L H* for and during the term of his natural life, and after the decease of the said *E L H* to the use and behoof of *Edward Herbert*, eldest son of the said *Richard Herbert*, and of the heirs males of his body, lawfully to be begotten, and for default of such issue to the use and behoof of *John Herbert*, second son of the said *Richard*, and of the heirs males of his body lawfully to be begotten, and for default of such issue, to the use and behoof of *Richard Herbert*, third Son of the said *R H* party

to these presents, and of the heirs males of the body of *Richard Herbert* son of the said R. H. Party to these presents, lawfully to be begotten; and for default of such issue, to the use & behoof of the fourth son of the body of the said *Richard Herbert* Party to these presents, on the body of the Lady *Mary Herbert* his wife, daughter of the said *Jo. E* of B begotten or to be begotten, and of the heirs males of the body of such fourth son lawfully to be begotten, and for default of such issue, to the use and behoof of the fifth sonne of the body of the said *Richard Herbert* Party to these presents, on the body of the said Lady *Mary Herbert* his wife, begotten or to be begotten, and of the heirs males of the body of such fifth son lawfully to be begotten, and so the sixth, seventh, eighth, ninth, and tenth, & for default of such issue, to the use and behoof of all and every other sonne and sonnes of the body of the said *Richard Herbert* party to these presents, to be begotten successively one after another, as they and every of them shall be in seniority of age, and priority of birth, the eldest of the said sonnes, and the heirs males of his body, being ever preferred before the younger of the said sonnes, and the heirs males of his body, and for default of such issue, to the use and behoof of *Edward Herbert*, second sonne of the said *E* Lord H and of the heirs males of his body lawfully begotten or to be begotten, and for default of such issue, to the use and behoof of the heirs males of the body of *Richard Herbert* Esquire, deceased, father of the said *Edward* Lord *Herbert* lawfully begotten, and for default of such issue, to the use and behoof of the heirs males of the body of *Edward Herbert* grandfather to the said *Edward* Lord *Herbert*, and for default of such issue, to the use and behoof of the right heirs of him the said *Richard Herbert*, sonne of the said

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Edward Lord Herbert for ever. And as for and concerning the mannors, Lordships, messuages, mills, lands, tenements, orchards, gardens, rofts, crofts, meddows, lealowes, pastures, feedings, woods, underwoods, rents and hereditaments whatsoever of the said *Edward Lord Herbert*, and *Richard Herbert* his Son, or either of them, with their and every of their appurtenances in the said County of *Anglesey* to the use and behoof of the said *I. Earle of Bridgewater*, and *Edward Herbert* party to these presents, and of their heirs and assigns for ever; upon trust and confidence nevertheless, and to the end, intent and purpose, that they the said *John Earle of Bridgewater*, and *Edward Herbert* party to these presents, and the survivor of them and his heirs, shall and will at his and their free will and pleasure, sell, convey, & assure, the said mannors, lands, and premises in the said County of *Anglesey*, and every part thereof, for the best benefit, profit and advantage, which shall or may be (*bona fide*) had or gotten for the same, and that the money to be raised by every or any such sale, and as every such sale shall be made, shall be forthwith paid and disposed of as followeth, that is to say, out of the money that shall be raised by sale of such of the premises in the said County of *Anglesey*, as were the lands of *Dame Herbert* late of, &c. there shall be forthwith, and in the first place so much money paid to the said *Ed. Lord Herbert*, his executors or administrators, as according to the true yearly value of those lands, shall come to five years and an half purchase, and the residue of the moneys that shall be raised by the sale of the same lands, which were the lands of *Dame Herbert* late of, &c. shall be disposed of for and towards the payment & of the debts of the said *Richard Herbert* party to these presents, and summes of money mentioned in the Schedule hereto

annexed, as the said *Jo. Earle of B* and *Richard H* party to these presents, or the survivors of them shall think fit, and of the money that shall be raised by the sale of the residue of the said mannors, lands and premises in the said County of *Anglesey*, there shall be forthwith and in the first place, so much paid to the said *Ed. Lord Her.* his executors or administrators, as according to the yearly value of the same mannors, &c. shall come to 16. years purchase; & if those mannors and lands shall be sold for more than 16. years purchase, then the one moiety of such surplusage (if any shall be) shall be forthwith and in the first place paid to the said *Ed. L H* his exec. or administrators, & the other moiety thereof shall be disposed of, for and towards the payment of such of the debts of the said *Richard Herbert* party to these presents, and summes of money mentioned in the said Schedule, as the said *John Earle of B* and *Edward Herbert* party to these presents, or the survivor of them shall think fit, and the over-plus thereof, (if any shall be) shall be paid to the said *Richard Herbert* or to such other person or persons as he the said *Richard Herbert* party to these presents, by any writing under his hand and seal, shall direct, nominate and appoint, to be disposed of in the buying of land, to be estated in the same manner, as the lands in the said *C of Carnarvan* are by these presents limited; and for want of such direction, nomination or appointment, to the executors or administrators of the said *Richard Herbert* party to these presents, the further trust intent and meaning of these presents, and the parties hereunto being, that the said *Edward Lord Herbert* his executors, administrators or assigns, shall or may have, receive and take, to his and their own proper use, all and singular the rents, issues, revenues and profits, of the said mannors, lands and premises hereby limited and in-

intended to be sold, until sale shall be thereof made as followeth. Provided always, and it is hereby declared and agreed, by and between all and every the said parties to these presents, and the true intent and meaning of them and of these presents, is, that it shall and may be lawfull, to and for the said *Ed. CH* (paying to Sir *Richard Eaton* of *Newport* in the County of *Salop*, Knight, his executors and administrators, to be disposed according to the trust hereafter mentioned, the sum of 1000 l. of good and lawfull money, or such lesse summe of money, as the said *Jo. Earle of Bridgewater* and *Edward Herbert* party to these presents, or the survivor of them shall think fit and appoint,) at any time or times during the term of his natural life by Indenture, or by any deed or deeds, writing or writings, to be by him the said *Ed. Lord Herbert* sealed and subscribed in the presence of two or more credible witnessse, to declare, limit and appoint, all or any the said mannors, messuages, lands, tenements, rents, hereditaments and premises, with their appurtenances in the said County of *Monmouth* (the said capital messuage called by the name of *St. Julians*, and the lands late in the tenure or occupation of *John Morgan* Esquire, and the lands and tenements, whereof the use is herein before limited to the said *Richard Herbert* partie to these presents or the Survivor of them in possession always excepted and reserved) to and for the joynture of any wife or wives, which he the said *Edward Lord Herbert* shall hereafter happen to marry, for and during the natural life and lives of such wife and wives, or for any number or term of years determinable, upon her or their life or lives, the same to take effect after the death of the said *Edward Lord Herbert*; and that then and so often, and from thenceforth the said Recovery or Recoveries shall be and enure, and the Re-

coverer and Recoverers therein named, his and their heirs shall stand and be seized of and in the said manors, messuages, lands, tenements and hereditaments in the said County of *Monmouth*, with their rights, members and appurtenances, or of or in so much or such part thereof, of, for and concerning the which such Indenture, deed or writing shall be made by the said *Edward Lord Herbert*, as aforesaid, for the joynure of any such wife or wives, or number of years determinable, upon her or their life or lives, as aforesaid, according to the true intent and meaning of the said Indenture, deeds and writings & of these presents. And it is hereby declared and agreed by and between the said parties hereunto, that the said sum of 1000 l. herein before mentioned, or such lesse summe as aforesaid, to be paid by the said *Edward Lord Herbert* to the said *Richard Eaton*, as aforesaid, shall go and be employed upon the trust herein after following (*viz.*) in case the debts and summes of mony mentioned in the Schedule hereunto annexed, be not then paid, then the same, or so much thereof as shall be sufficient to pay and satisfie such of the said debts or summes of money mentioned in the said Schedule hereunto annexed, as the said *Jo. Earle of Bridgewater*, and *Edward Herbert*, party to these presents, or the survivor of them and his heirs shall think fit, shall be disbursed and employed to that purpose, and after the said debts and summes of money, or such of them as the said *Jo. Earle of Bridgewater* and *Edward Herbert* shall think fit, shall be paid or satisfied, then the surplusage (if any be) of the said one thousand pounds, or such lesse summe as aforesaid, shall be disposed and employed, for the purchasing and buying of lands, tenements & hereditaments to be settled on the said *Edward Herbert* party to these presents, for and during the term of his natural life

and

and after his decease to the use and behoof of such person and persons, and in such manner and form as the said lands, tenements and hereditaments in the County of *Monmouth* herein before limited, to the said *Richard Herbert* Party to these presents, for his life, with remainders over, are limited, estated and settled: Provided alwaies, and it is covenanted, granted, consdescended, concluded and agreed by and between all the said Parties to these presents, and the true intent and meaning of them and every of them, and of these presents is, that if the said *Richard Herbert* Party to these presents, or some other person or persons, to whom any estate is hereby limited or intended to be limited, of and in the said mannors, lands, tenements and hereditaments within the Kingdom of *Ireland*, or any of them, their or some of their heirs or assignes, or some of them, shall not within two years next after the decease of the said *Edward Lord Herbert*, well and truly pay or cause to be paid to the said *Edward Herbert*, son of the said *Edward Lord Herbert*, (if he the said *Edward Herbert*, son of the said *Edward Lord Herbert*, shall so long live,) the sum of 2000. l. of, &c. that then and immediately after such default of payment, all and every use and uses herein before limited and declared as for and concerning all and every the mannors, lands, tenements and hereditaments, within the Kingdom of *Ireland*, shall cease and be void, and then also and from henceforth the said recovery and recoveries, so as aforesaid, or in any other sort to be had and suffered, and the Recoverer and Recoverers therein named, his and their heirs shall stand and be seized of and in all and singular the mannors, lands, tenements and hereditaments, with their appurtenances within the said Kingdom of *Ireland*, to the use and behoof of the said *Edward Herbert*, son of the said

Edward Lord Herbert his heirs and assignes, untill he or they shall and may, out of the rents, issues and profits thereof, have fully levied and received the said summe of 2000 l. together with consideration after the rate of 8 l. *per centum, per annum*, for the forbearance thereof, from the end of the said two years next ensuing the death of the said *Edward Lord Herbert* and all damages, costs, and charges which he the said *Edward Herbert*, Son of the said *Edward Lord Herbert* his heirs, executors or administrators, shall sustain to be put unto, in or about the recovery of the said premises, or of the said summe of 2000 l. or any part thereof, or in or about any suit concerning the same: Provided also, and it is covenanted, granted, condescended, concluded and agreed, by and between the said parties to these presents, and the true intent and meaning of them, and of every of them, and of these presents is, that it shall and may be lawfull to and for the said *Richard Herbert* party to these presents, by Indenture, or by any deed or deeds, writing or writings, indented or poll, to be by him the said *Richard Herbert* party to these presents, sealed and subscribed in the presence of two or more credible witnesses, to declare, limit, or appoint all or any of the said mannors, Lordships, messuages, lands, tenements, hereditaments and premises, in the Kingdome of *Ireland* to and for the joynture of any wife or wives, which he the said *Richard Herbert* shall hereafter happen to marry, or to take to wife, for and during the natural life or lives of such wife or wives, or for any number or term of years determinable, upon her or their life or lives, the same to take effect upon the decease of the said *Edward Lord Herbert* and *Richard Herbert*, and the survivor of them to be subject to the use herein before limited, to the said *Edward Herbert*, Son of the said *Edward Lord Herbert*

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bert and his heirs in the manner aforesaid, and then and from henceforth the said recovery and recoveries shall be and enure, and the Recoverer and Recoverers therein named, his and their heirs shall stand and be seized, of and in the said mannors, Lordships, messuages, lands, tenements, hereditaments and premises in the Kingdom of Ireland, with the rights, members and appurtenances thereof, or of or in so much, or such part thereof, for or concerning which such Indenture, deed or writing, shall be made by the said *Richard Herbert* as aforesaid, for the life of any such wife or wives, or number of years determinable upon her or their life or lives as aforesaid, according to the true intent and meaning of the said Indenture, deeds or writings, and of these presents, subject nevertheless to the said use herein before limited, to the said *Edward Herbert*, son of the said *Edward Lord Herbert* his heirs and assigns in manner aforesaid: Provided also, and it is nevertheless covenanted, concluded, condescended and agreed by and between the said parties to these presents, that it shall and may be lawful to and for the said *Richard Herbert* party to these presents, at all or anytime or times hereafter, during his natural life, being then actually seized of the immediate estate of free-hold in possession, of or in the said mannors, lands, tenements, hereditaments and premises, or any of them, by vertue or means of the said Recoveries or any of them, and of these presents, or of any the limitations of uses herein limited, to demise or to farm-let by Indenture or Indentures, such or so much of the said mannors, lands, tenements, hereditaments and premises, whereof he shall be then so seized in possession of such estate as aforesaid, or any part thereof chargeable and charged, nevertheless with their liberties and powers herein contained, and
with

with the terms and estates thereof, thereby, or in pursuance thereof made or raised unto any person or persons whatsoever in possession, for any number of years, not exceeding the number of twenty one years, from the making thereof in possession, or for the term of three lives, or for any fewer number of years or lives, or for any number of years determinably on three lives, or any fewer number of lives in possession, so as upon every such demise, lease or grant so to be made as aforesaid, there be reserved respectively such rents and services, as at any time within the space of seven years last past, before the date of these presents, have been reserved for the same, or more or greater rent payable for the same during the continuance of every such several or respective demise or lease, so to be made as aforesaid, to such person and persons, as by force of these presents, shall or ought to have the immediate reversion or remainder thereof, and that immediately from and after every or any such time, as any such several and respective demise, lease or grant shall be made as aforesaid, the recovery and recoveries, and every of them shall be and enure, and shall be taken to be and enure, and the said recoverer and recoverers in the said recovery named, and every of them, their and every of their heirs, and all and every other person or persons, which at any time hereafter shall be seized of such parts and parcels of the premises as shall be demised or leased as aforesaid, shall stand and be seized thereof, and of every part thereof, to the use and behoof of such several and respective person and persons, to whom any such demise or lease shall be so made as aforesaid, their several and respective executors, administrators and assigns, to such several and respective estate and estates, term and terms, and in such manner and form, as in such several and respective

respective demises or leases to be made, as aforesaid, shall be mentioned and expressed, subject to the rents, covenants, conditions, provisions, and agreements as therein shall be severally and respectively contained and expressed, and of the reversion and reversions, remainder and remainders thereof, to the use of such person or persons, as by force of these presents shall or ought to have the immediate reversion or remainders thereof, any thing, &c. Provided always, and it is, &c. and the true intent, &c. is that it shall and may be lawfull, to and for the said *Richard Herbert* Party to these Presents, at any time or times after the decease of the said *Edward Lord Herbert*, during his natural life, by Indenture, deed or writing to be by him the said *Richard Herbert* party to these presents, sealed & subscribed in the presence of two or more credible witnessse, to make any lease, or leases, demises or grants, of all or any part of the said manors, lands, tenements and premises with their appurtenances, as well those within this Realme of *England*, and the principality of *Wales* as those within the said Kingdom of *Ireland*, (except such of the manors, lands, tenements and premises in the said County of *Monmouth*, as shall be limited to or for the joynture of such wife or wives as the said *Edward Lord Herbert* shall hereafter marry, for and during the life or lives of such wife or wives only) for the term of twenty one years, or under, or for one, two three, or more lives, or for any number or term of years determinable, upon one, two, three or more lives in possession or reversion or otherwise, with reservation of rent, or without reservation of rent, at his and their will & pleasure unto any person or persons, subject nevertheless to the use herein before limited, to the said *Edward Herbert*, Son of the said *Edward Lord Herbert*, his heirs and assignes in manner a-
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foresaid, upon trust for the raising of the several portions herein after mentioned, for such daughter and daughters, as the said *Richard Herbert* son of the said *Edward Lord Herbert* shall happen to have, and not otherwise. provided (that is to say) if one daughter only, then for the raising of 3000 l. for that daughter if more than one daughter, then for the raising of 2000 l. apiece for each and every one of the said daughters; and that all or every such lease or leases, demises or grants so to be made as aforesaid, shall stand and be good and effectual in the law, to all intents and purposes, and that the said Recovery and Recoveries so as aforesaid, or in any other sort to be had and suffered, and the Recoverer and Recoverers therein named, his and their heirs, shall stand and be seized of and in such part, and so much of the manors, messuages, lands and premises, with the appurtenances, as shall be so demised or leased as aforesaid, and every part thereof, (except as is before excepted) to the use of such person and persons, his and their executors, administrators and assigns, to whom such demises, leases or grants shall be so made as aforesaid for and during such leases, estates, and terms as shall be so demised and granted as aforesaid, subject nevertheless to the said use herein before limited, to the said *Edward Herbert*, Son of the said *Edward Lord Herbert*, his heirs and assigns, in manner aforesaid, provided also, and it is, &c. and the true intent, &c. that it shall and may be lawfull to and for the said *Richard Herbert* party to these presents, from time to time, and at all times during his natural life, by any his deed or deeds, writing or writings, indented or poll, to be by him the said *Richard Herbert* party to these presents, signed, sealed, and delivered in the presence of two or more credible witnesses, to, revoke, annihilate, frustrate and make void all or any of the
use

use or uses, estate or estates, or limitations herein before limited, declared and appointed, of, for or concerning any three plough-lands of the premises, in the Kingdom of *Ireland*, not exceeding in the whole the clear yearly value of 150 l. *per annum*, over & above all charges and reprises, other than the use herein before limited to the said *Ed. Herbert* son of the said *Edward Lord Herbert*, and his heirs in the manner aforesaid, and other than the use herein before limited to the said *Edward Lord Herbert* for his life, and that then and from thenceforth, the use and uses, estate and estates, and limitations herein before declared, limited or appointed, of, for or concerning such of the last mentioned premises, for or concerning which any such nomination shall be so had or made, other than the uses herein before limited, to the said *Edward Lord Herbert* and *Edward* Son of the said *Edward Lord Herbert*, and his heirs, in the manner aforesaid, shall cease, determine and be utterly revoked, frustrate and made void: and then also it shall and may be lawfull, to and for the said *Richard Herbert* party to these presents, by the same deed or deeds, or by any other deed or deeds, to be signed, sealed and delivered by him the said *Rich. Herbert*, as aforesaid, to declare, limit or appoint, any other new use or uses, estate or estates whatsoever, of the said premises, of, for or concerning which any such revocation shall be so made, or any part or parcel thereof, unto any person or persons whatsoever, subject nevertheless to the said use herein before limited, to the said *Edward Herbert*, son of the said *Edward Lord Herbert* and his heirs in the manner aforesaid, any thing in these presents contained to the contrary thereof in any wise notwithstanding: & that then also and from thenceforth the said recovery & recoveries, as to such of the premises, concerning which any such revo-

cation and new declaration shall be so made, to such uses intents and purposes, as the said *Richard Herbert* party to these presents, by any such deed or deeds, as aforesaid, shall declare, limit, or appoint. Provided also, and it is, &c. that if the said *Edward Lord Herbert*, and *Richard* his Son, shall both of them be minded to make sale of the mannors, lands, tenements and hereditaments within the County of *Moxmouth*, or any of them (other than such as herein are before limited, to the said use of the said *Richard Herbert* party to these presents, and his heirs in possession) which sales is not meant or intended by any of the parties to these presents to be made, but for raising of money to be imployd & bestowed upon the purchase of some other lands of as good value, or in some other place or places, to be seled and estated, to the same uses and estates, and with the same powers and provisoos, and in the sort and manner, as those lands so to be sold, are hereby limited and mentioned to be seled and estated, and being both so minded, shall at any time during their joynt lives, by any deed or deeds, writing or writings, to be by him the said *Edward Lord Herbert*, and *Richard Herbert* his Son party to these presents, sealed and subscribed in the presence of two, &c. declare and publish their mind, intent and meaning to be, to revoke, alter and frustrate the said uses and estate, before in these presents mentioned, declared, limited or appointed, or any of them, or for or concerning the last mentioned mannors and premises, or any of them, or any part or parcel thereof, or any of them, that then from and after such declaration and publication, so to be made as aforesaid, the same use and uses, estate and estates, in and by these presents limited, expressed, declared or appointed, of, for or concerning the which any such declaration or limitation shall be made as a-

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foresaid, shall cease and become utterly void, frustrate and of none effect, to all intents, constructions and purposes whatsoever, and that then and from thenceforth the said recovery and recoveries so as aforesaid, or in any other sort to be had and suffered, shall be and enure, and the Recoverer and Recoverers therein named, his and their heirs shall stand and be seized of and in the said mannors, land and premises last mentioned, or so much or such part thereof, concerning which any such declaration or publication shall be made as aforesaid, to such uses, intents, trusts and purposes as the said *Edward Lord Herbert* and *Richard* party to these presents, by any deed or deeds, &c. sealed and subscribed in the presence of two, &c. shall declare, limit or appoint. And it is further, &c. for the consideration aforesaid, that in case any of the said mannors, intended to be comprized in the said fine or fines, recovery and recoveries, shall be omitted or left out, and not be comprized in the said fine or fines, recovery or recoveries, or in case there shall happen to be any defect in the assurance of the premises, or any of them, according to the true, &c. that they the said *Edward Lord Herbert* and *Richard Herbert* party to these presents, their heirs and assigns, and all and every other person and persons, which now are, or hereafter shall be seized of, and in such of the said mannors, &c. as shall be so omitted or left out, and not to be comprized as aforesaid, or whereof such fine or fines, recovery or recoveries shall not be levied and had, or whereof the assurance hereby intended to be made, shall be any way defective, shall stand and be seized thereof, and every part and parcel thereof, with their and every of their appurtenances, and the reversions thereof, to and for the severall and respective estate and estates thereof, herein before severally and respectively limited unto them

them, or any of them, as aforesaid, under the several provisoes herein before mentioned, and to none other uses intents and purposes. In witness, &c.

I W being seized of a Mannor, and other lands, (conceiving he should die without issue, and intending to settle the same to good uses,) by deed, granteth and conveyeth the same to A B C &c in trust, to the use of himself for life, and after of Rachel his wife for life, the Remainder to the heirs of his body, and in default of such heirs, to grant the same as he should by Will or other writing, limit or appoint, &c. with several Provisoes, &c.

THis Indenture made, &c. between I W of, &c. of the one part, and A B C D &c. of the other part witnesseth, that the said I W for and in consideration of the better confirmation & strengthening of a Joynture already made and granted to *R* his now wife, and for her better mainteance and livelihood in time to come, and for the natural love and affection which the said I W beareth to the heirs of his body, begotten and to be begotten, and for settling and establishing of the inheritance of the lands and tenements hereafter mentioned, to and in the said A B C D &c. and their heirs to the uses, intents and purposes hereafter specified: Hath given, granted, enfeoffed and confirmed, and by, &c. unto the said A B C D &c. their heirs and assigns for ever, all that the mannors, capital messuage, and farm of B in &c. with the rights, members, and appurtenances thereof; and all that the Advowson, Patronage & Gift of the Parish Church of B and all and all manner of houses, edifices, dove-houses, &c. and all those thirteen messuages or tenements, &c. and all shops,
sellers

sellers, sollers, &c. and all and other the messuages,
 lands, tenements, reversions, services and heredita-
 ments whatsoever, which he the said I W standeth
 seized of any estate of inheritance, within the Coun-
 ties of, &c. aforesaid, or elsewhere within the Com-
 mon-wealth of *England*; and the reversion and re-
 versions, remainder and remainders of all and singu-
 lar the said premises, and all rents and yearly profits
 reserved, due or payable by or upon any demise, lease
 or grants, demises, leases or grants made of the said pre-
 mises, or any part thereof, and all the estate, right,
 title, interest, claim and demand whatsoever, of him
 the said I W of, in and to the same premises, and e-
 very or any part or parcel thereof, and also such
 deeds, charters, &c. to have and to hold the said
 manors, messuages, farms, tenements, & rectory and
 all and singular other the premises before by these
 presents granted or mentioned, meant or intended to
 be granted, with their and every of their appurtenan-
 ces, unto the said A B C D, &c. their heirs and assigns
 for ever, to the uses, intents and purposes hereafter
 in these presents limited, expressed and declared, & to
 none other use intent or purpose (that is to say) as for
 touching and concerning the said Mannor, capi-
 tall messuage and farme of *Burnet*, and all lands,
 meadows, pastures, &c. And the said rectory and
 Parsonage of *Chewton*, alias *Chewton*, and with the
 rights, members and appurtenances thereof, and all
 and all manner of cithes of corn, hay and wool, and all
 obligations, obventions, profits, commodities and he-
 reditaments whatsoever, comming, growing, yearly re-
 newing or happening in *Chewton* aforesaid or else-
 where, to the said rectory or parsonage belonging, or
 in any wise appertaining, and the said messuage or
 tenement, &c. and the said three messuages or te-
 nements, &c. and all sellers, sollers, houses, &c. and

the reversion and reversions thereof, &c. and all rents, & services thereunto belonging, or in any wise appertaining, to the use and behoof of I W and his assigns, for and during the term of the natural life of the said I W without impeachment of, or for any manner of waste, and after the decease of the said I W then to the only use and behoof of the said Rachel, for and during the term of her natural life, for and in the name of her joynture, and in full recompence of her dower and title of dower which she the said Rachel shall or may have, of or to the lands, tenements and hereditaments of the said I W and after the decease of the said I W and Rachel, then to the use and behoof of the heirs of the body of the said I W lawfully begotten or to be begotten; and for default of such issue to the use and behoof of the said A B C D &c. their heirs or assigns for ever; upon this hope, trust & confidence nevertheless in them reposed by the said I W that they the said A B C D &c. and the survivors and survivor of them, and his and their heirs and assigns, and at all times after the ending of the said estates of the said I W and Rachel his wife of and in the said mannors and premises to them above limited, make such grants and conveyances of the same, and dispose, distribute and employ the rents, issues and profits thereof, to such person and persons, and in such manner and form as the said I W by his last Will and Testament in writing, (by him) to be subscribed with his own hand, and sealed with his seal in the presence of three or more witnesses, or by any other writing to be by him subscribed and sealed in the presence of so many witnesses, as aforesaid, shall nominate, declare or appoint; and for and in default of such nomination or appointment, then that the persons trusted, and the survivors and survivor of them, his and their heirs and assigns shall

shall convey and assure the said mannor and premises, to and on the right heirs of the said I W for ever, and as for, touching and concerning all other the said messuages, lands, tenements and premises, residue with the appurtenances, whereof no use is before by these presents limited or declared to the use and behoof of the said I W and of the heirs of his body lawfully begotten, and to be begotten; and for default of such issue, to the use and behoof of the said A B C D &c. their heirs and assigns for ever, upon the like hope, trust and confidence in them reposed, that they the said persons trusted, and the survivors and survivor of them, and his and their heirs and assigns, at all times, from and after such time as the said I W shall be dead, without heir of his body, shall make such grants and estates of the said lands, and premises, residue, &c. or any part or parts thereof, and distribute, dispose and imploy the rents, issues and profits thereof, to such person and persons, and in such manner and form as the said I W by his last Will and Testament in Writing, to be by him subscribed with his own hand, and sealed in the presence of three or more Witnesses, or by any other writing to be by him subscribed and sealed in the presence of so many Witnesses as aforesaid, shall nominate, declare, limit and appoint, and for and in default of such nomination or appointment, then that the said person or persons trusted, and the survivors or survivor of them, his and their heirs and assigns, shall convey and assure the same lands and premises, residue with the appurtenances, to and upon the right heirs of the said I W for ever. Provided alwaies, and it is fully & plainly covenanted, concluded and agreed, by and between the said Parties to these presents, for them, their heirs and assigns, that it shall be lawful to and for the said *John W.* and that

the said I W shall have full power and authority from time to time, and at all times hereafter, at will and pleasure, by his Deed or Deeds in writing to demise, grant, and to farm let; all or any the said Mannor, messuages, lands, tenements, and hereditaments, and every or any part or parts thereof, as well in possession as in reversion, or in possession or in reversion, unto any person or persons for one, two or three lives, or for any unnumber of years whatsoever, by, and under such rents, reservations, covenants, conditions, limitations and agreements as to him shall seem meet, or without any rent, reservation or condition at his will and pleasure, and that when and as often as any such demise, grant or lease shall be so made by the said I W of the premises, or any part or parts thereof, the said Parties trusted, and every of them, and the survivors and survivor of them, and every of them, and his and their heirs and assigns, shall stand and be seized of such part, parts and parcels of the said mannor, messuages, farms, tenements, rectory and premises, as shall be so demised, leased or granted, immediately from and after every such demise, lease or grant made, to the use and behoof of every such person and persons to whom any such lease, demise or grant shall be so made, and of their executors, administrators and assigns respectively, only for and during the continuance of the estate, and estates, term and terms, interest and interests to be limited and expressed, in such lease, demise or grant, under such rents, reservations, condition and conditions, limitation and limitations, as in or by such leases, demises or grants shall be limited, expressed or contained respectively, according to the intent, purport, and true meaning of every such demise, grant and limitation, and of the reversion and reversions, rents and services reserved, and depending

ing upon the same Leases and grants, and also after the end and expiration of every such Demise, lease and limitation to be made, and as the same shall respectively end and determine then from time to time of all and every such part and parts of the premises as shall be so demised, leased or limited, as aforesaid, to the use of such person and persons, and in such manner and form, and of such estate and estates, with such remainder and remainders over, as are before, herein and hereby limited, appointed and declared, and to none other use, intent or purpose. Provided likewise, and it is further covenanted, concluded, condescended unto and agreed by and between the said Parties to these presents, that if the said I W do and shall at any time or times hereafter, in or by any writing under his seal, and by him subscribed with his hand in the presence of three or more witnesses, signify and declare that he is minded to alter, change, revoke, determine, frustrate, or make void all or any the uses or estates hereby made, limited or appointed, that then and from thenceforth all and every such use and uses, estate and estates, whereof or concerning which he shall so signify or declare his said mind as aforesaid, shall respectively be frustrated, void, revoked, determined, and of no force or effect, onely of, for and concerning all such and so much of the said Mannor, Rectory, Farms, lands and premises before herein mentioned, whereof he the said I W shall so signify and declare his mind as aforesaid, and then and from thenceforth this present Feoffment and grant shall enure and be, and the said A B C D &c. and their heirs shall stand, and be seized of, for and concerning all such and so much of the said Mannors, lands and premises, whereof or concerning which he the said I W shall so signify and declare his mind as aforesaid, to the only use o

such person and persons, and of and for such estate & estates, & with such remainder and remainders thereof over and for, upon and under such conditions and provisos, and in such manner and form as the said I W shall by any such writing or writings, by him to be subscribed and sealed as aforesaid, limit or appoint, anything in these presents contained, or any other matter or cause to the contrary thereof in any wise notwithstanding. In witnesse, &c.

Note.

This precedent Deed was executed with livery and seizin, and attornment, the livery being severally made in the several Counties aforesaid.

The Donor made his Will, and thereby devised to the Mayor and Commonalty of B several annuities, to be issuing out of the Lands granted by the precedent, and appointed the same to be employed to charitable uses, and constituted *Rachel* his wite Executrix, and dyed without issue.

The Executrix proved his Will.

THe Sisters and Sisters children of the Donor (as theirs at Law) question the validity of the Deed whereupon the Mayor, Commonalty, and Ffosters in trust, exhibite their Bill in Chancery against the co-heirs and Executrix, and afterwards the matter coming to hearing, by decree the Deed and uses are confirmed.

A Condition to pay money weekly.

THe Condition, &c. that if the within bound **A B C D E F** and **G H** or any of them, or the Executors, administrators or assigns of them or any of them, do truly pay or cause to be paid to the within-named **M P** and **I G** or either of them, or the Executors, administrators or assigns of them,

either of them, at or in the, &c. the sum of 4 l. of, &c. in manner and form following, that is to say, every week weekly on the Saturday, in every week, one next and consequently ensuing another, the sum of two shillings, untill the said sum of 4 l. shall be fully satisfied and paid, the first payment thereof to begin and to be made on Saturday next, being the 20 day of this instant month of September, within written, that then, &c. but if default shall be made of or in any of the payments, &c. that then, &c.

A Condition to pay a sum of money, and three years payment given.

THE Condition, &c. that if the within bound I W his executors, administrators or assigns, or any of them do truly pay or cause to be paid to the above named I P his executors, administrators or assigns, the summe of 7 l. and 10 sh. of good and lawful money of England at or in the, &c. in manner and form following, that is to say, on the third day of January, which shall be in the year of our Lord 1632. 50 sh. thereof, on the third day of Jan. which shall be in, &c. 1633. 50 sh. more thereof, and on the third day of January which shall be in, &c. 1634. 50 sh. residue of the said sum of 7 l. 10 sh. without fraud or delay, that then this &c. but if default shall be made of or in any of the said payments in part or all, then this, &c.

A Condition to perform Covenants in a lease, and not to seek for a new lease from the chief Land-lord.

THE Condition, &c. that whereas the within named M H by her Indenture of Lease, bearing
H 4 date

date the day of the date within written, hath leased unto the within bound E M part of a messuage or tenement called the *Peter and Paul* situate in *Pater noster Row*, in the Parish of *St. Michael at Quern* in *London*, from the Feast of the Nativity of *St. John Baptist* last past, before the date within written, for the term of twenty one years, as by the said indenture of Lease, may appear, if therefore the said E M his Executors, administrators and assigns, and every of them, do well and truly observe, perform fulfill and keep, all and singular the covenants, grants, articles, conditions and agreements, specified and declared in the said Indenture of Lease, which on his or their parts, are or ought to be observed, performed, fulfilled and kept in and by all things according to the tenor, purport, effect, and true meaning of the said Indenture: And further if the said E M his executors, administrators nor assigns, nor any other person or persons whatsoever, for him or them, or by his or their, or any of their means, occasion or procurement, do directly or indirectly procure, get or obtain, or endeavor or go about to procure, get or obtain any Lease or grant from the Mayor, Commonalty, and Citizens, of the *City of London*, of the said messuage or tenement, or any part thereof, or of that part of the said messuage or tenement, which he the said M H hath leased unto the said E M that then, &c. or else, &c.

A Collaterall Condition.

THe Condition, &c. That whereas A B and C D Citizens and Drapers of *London*, by one obligation of the date within written, are and stand jointly and severally bound to the within named E F in 100 l. of, &c. with condition for the payment of 52 l. on the, &c. at or in the, &c. as by the, &c. and if in case

case the said A B and C D and either of them; and either of their executors, administrators and assigns shall make default of and in the payment of the said summe of 52 l. to the said, &c. his executors and assigns on the day, and at the place of payment thereof as aforesaid, if then the within bound L M his executors or administrators, do well and truly pay, or cause to be paid unto the said, &c. the sum of 52 l. within the space of eight daies next after such default of payment made as aforesaid, he the said E F his executors, or administrators, upon the receipt thereof, delivering unto the said L M his executors or assigns, the above recited Obligation uncanceled and undischarged, together within an irrevocable, absolute and sufficient Letter of Attourney or assignment thereof, unto the said L M his executors and assigns, by and from the said E F his executors and assigns, and sealed and delivered in due form of law before two or three sufficient witnesses, at the least, that then, &c. or else, &c.

A Collaterall Covenant to the same effect.

TO all People, to whom this present writing shall come, A B of, &c. sendeth greetings; whereas F W of, &c. hath at the speciall instance and request of the said A B taken and accepted of one obligation of the date hereof, wherein M N O P and Q R their executors administrators and assigns, stand joyntly and severally bound unto the said F W in the summe of, &c. with condition thereon indorsed for the payment of, &c. at or in the, &c. as by the said obligation and condition may more plainly appear. Now know ye that the said A B doth for himself, his executors, administrators and assigns, covenant, promise and grant to and with the said F W his executors and assigns by these presents, that

that if the said M N O P and Q S their executors, administrators and assigns, and every of them shall make default of and in the payment of the said summe of, &c. unto the said F W his executors and assigns on the day, and at the place aforesaid, that then he the said A B his executors, administrators or assigns, shall and will well and truly pay or cause to be paid to the said F W his executors or assigns, the said summe of, &c. on the, &c. next comming after the date thereof, at or in the place, &c. without fraud or delay. He the said F W his executors or assigns, upon payment thereof, delivering to the said A B his executors or assigns, the above recited obligations, safe, whole, uncanceled and undischarged, together with a sufficient and absolute assignment thereof, or letter of Attourney irrevocable in due form of law, to be made, sealed and delivered by the said F W his Executors or Assigns, before two or three sufficient witnesses at the least, In witness, &c.

A Condition to erect a Barn.

THe Condition, &c. That if the within bound T S his executors, administrators or assigns do at or before the Feast-day of, &c. next comming after the date within written, at his and their own proper costs and charges, well, work-man-like, and sufficiently make, build, erect, set up, and fully finish, or cause to be made, &c. (in all things belonging to the art or trade of a Carpenter) in and upon one piece of ground, now in the occupation of, &c. one new Barn with twelve several bays or rooms in the same, of good, new and seasonable timber, and one strong door with 4. windows to the same, and the said Barn to contain in length 116. foot of assize, & in bredth 22.
foot

foot, and in height eighteen foot of assize at the least, and also do, at or before the said Feast-day of, &c. make, or cause to be made, at his or their like costs and charges, within the said Barn so to be builded and set up, the one half and moiety thereof meet & convenient for a stable-room, and a sufficient floor for the same moiety, upon the main ground, with good, new and seasonable planks of Oaken timber, together with racks and mangers, sufficient and convenient for the same, and do also to the other moiety of the same bays or rooms, make one substantial floor of seasonable boards, and do likewise at his and their like costs and charges, find and allow all such nails, as shall be needfull to be spent and occupied in and about the erecting, setting up and finishing of the same Barn and Stable with floors, racks, mangers, doors, windows and planks, (except if any be excepted) that then, &c. (or you may proceed thus) And the within-named D E in consideration of the premises, is to pay unto the said T S his Executors or assigns 20 l. 10 sh. of, &c. in form following, viz. at the enscaling hereof 6 l. 8 sh. 4 d. thereof, which he hath paid accordingly on the, &c. and at the fully finishing of the same Barn as aforesaid, other, &c. in full payment of the said sum of, &c. that then, &c.

A Condition, that whereas A B hath delivered a Bond and a Letter of Attorney to C D to recover a debt of, &c. the said C D is bound to re-deliver the Bond or the money.

THE Condition, That whereas the within bound C D the day of the date within written, hath received and had of the within-named A B one Bond or Obligation, bearing date, &c. (and so recite the Bond)

Bond) as by the said Obligation and Condition may more plainly appear, which said Bond or Obligation, together with one other writing or letter of Attorney of the date within written, the said A B hath delivered to the said C D in trust onely for the recovery and receiving of the said debt of, &c. mentioned in the condition of the said obligation, together with costs, damages and reasonable interest, if any shall be, of and from the said &c. his executors or administrators; If therefore that the said C D his Executors, administrators or assigns do at any time hereafter, within the space of one whole year next coming after the date within written, either well and truly pay, or cause to be paid to the said A B his executors or assigns the full sum of, &c. at or in the, &c. or otherwise re-deliver, or cause to be re-delivered to the said A B his executors or assigns, the said Obligation or Bond, and the said letter of Attorney, safe, whole, uncanceled and undischarged, and in as good condition as he received them, or either of them, (the perils and dangers of the Seas and Pirates only excepted,) within the time and space before limited, that then, &c. or else, &c.

*A Condition to pay a summe of money, at ones return
from beyond Sea.*

THe Condition, &c. that whereas the within named A B the day of the date within written hath paid and delivered unto the within bound C D the summe of, &c. which said summe the said A B is contented, that the said C D shall employ and adventure in a voyage, wherein the said C D is bound in the good ship called the, &c. unto the East-Indies, upon the condition that the said C D his executors, administrators or assigns, shall truly pay or cause to be

he paid unto the said A B his Executors or assigns, the full summe of, &c. at the return of the said C D and the said ship, or either of them, which shall first and next happen from the *East-Indies* aforesaid, into the Realme of *England*; If therefore the said C D his Executors, administrators or assigns, do or shall within one moneth, next after the return either of himself, or of the said ship, called the, &c. from the *East-Indies* aforesaid into the Realm of *England*, well and truly pay or cause to be paid to the said A B his executors or assigns, the said summe of, &c. of like lawfull money of *England*, without fraud or delay, that then, &c. or else, &c.

A Condition for delivery of Wool.

THe Condition, &c. That whereas the within bound A B for the sum of, &c. to him by the within named C D in hand, at the sealing of this Obligation truly paid, whereof he the said A B acknowledgeth the receipt, hath bargained & sold to the said C D one hundred Todd of merchantable wool, good and lawfull, viz. at the rate and price of 10 sh. the Todd, if therefore the said A B his executors, &c. do well and truly deliver, or cause to be delivered unto the said C D his executors, &c. all the said one hundred Todds of wool, sorted and packed by an indifferent sworn wool-packer, frank and free at the warehouse of, &c. on or before, &c. without any delay, that then, &c.

Another Condition to deliver certain Todds of Wools.

THe Condition, &c. That if the within bound A B & C D or either of them, or the executors, administrators or assigns of them, or either of them do

do well and truly deliver, and cause to be delivered unto the within named B F his Executors, &c. the full number or quantity of fourty Todds of good and merchantable wools of the proper sheeps-growth of them the said A B and C D well washed and dried, and wrought by a sworn woolman, without cot, comb, gare or refuse, & to be weighed by the Todd, accompting and allowing eight and twenty pound weight of wool, with a reasonable list to every Todd, on or before the, &c. next ensuing the date within written, at or within the, &c. frank and free of all manner of costs, charges and payments, there to be demanded without fraud or delay, that then, &c. or else, &c.

A Condition for the delivery of Cow-hides.

THE Condition, &c. That if the above bound E F his Executors, administrators assigns, or any of them doe truly deliver, or cause to be delivered to the above-named G H his Executors, administrators, or assigns, at or in *Leaden-ball yard London*, at or before the, &c. next coming, after the date of the above written, 19. Cow-hides, and one Steer-hide well tanned, and as good merchantable ware, as is usually sold in *Leaden-ball yard* aforesaid, which Hides the said G H before the enfealing hereof, hath delivered to the said E F to be tanned as aforesaid, and is to pay upon the full delivery of them to the said B F his executors or assigns, for tanning of the same Hides, the sum of 3 l. 6 s. 8 d. of lawfull money of *England* that then, &c. or else, &c.

A Condition for delivery of Barly.

THe Condition, &c. that if the within bound A B his executors and administrators or assigns, or any of them do well and truly deliver, or cause to be delivered to the within named C D his executors, administrators or assigns, at his Barn door, situate, &c. 22. quarters of good, sweet, dry and merchantable barley in form following, viz. 12. quarters on or before the, &c. and on or before, &c. the other ten quarters in full of the said 22. quarters, frank and free from all charges whatsoever, that then, &c. or else, &c.

A Condition to make an assurance by a day.

THe Condition, &c. that if the within bound A B his heirs executors and administrators, do before the twentieth day of May next comming after the date within written. make or cause to be made unto the within-named C D and to his heirs and assigns, such a good, sure, sufficient and indefeasible estate of inheritance in the law, to the only use & behoof of the said C D his heirs and assigns for ever, or to the use of such person, and his heirs and assigns for ever, as he the said C D shall then name and appoint of and in all that messuage, &c. (as the bounds thereof are known) by deeds and evidences sufficient in the law; or by fine & recovery if need shall be or require, or by any other sure or lawfull means, as by the said C D or his heirs, or by the assigns of him or them, or by their or any of their Counsel learned in the law, shall be reasonably advised, devised or required, and also if the same messuages, &c. now are and be, and so from, &c. for ever shall remain, continue
and

and be unto the said C D his heirs and assigns, or to such other person as he the said C D shall name and appoint, and his heirs and assigns free, clear and clearly acquitted, exonerated and discharged, or otherwise upon request sufficiently saved and kept harmless, of and from all and all manner of former and other bargains, sales, leases, gifts, grants, surrenders, and incumbrances whatsoever, (if need be you may proceed further,) and also if the said A B his heirs, &c. do at all times hereafter and from time to time, from and after the said, &c. for and during the space of ten years, upon reasonable request to be made by the said C D his heirs or assigns, do make, knowledge and execute, and suffer to be done and executed, all such further act and acts, thing and things, device and devices, for the better assuring and conveying of the premises unto the said C D his heirs and assigns, as aforesaid, be it by fine, feoffment, deed or deeds, inrolled or not inrolled, recovery, release, or by any other waies or means whatsoever, with warranty against the said A B his heirs and assigns, and all other claiming by, from or under him, them or any of them, or otherwise without warranty, as by the said C D his heirs or assigns, or by his or their Counsel learned, at his and their own proper costs and charges in the law shall be reasonably devised and required, that then, &c. or else, &c.

A Condition for the renewing of a Lease, when the Leasor shall come to the age of twenty one years.

THe Condition, &c. that whereas the within bound R. R. and B. his wife, late wife of the within-named T. W. by deed indented, bearing date, &c. have

have demised, granted and to farm-letten unto the within named I G and A P all those Copyhold or customary messuages, lands, tenements, meadows, leasoes, pastures, commons, woods, underwoods and hereditaments commonly called or known by the several and proper names of, &c. or any of them, or by any other name or names, situate, lying and being within the Mannor or Lordship, and Parish of *Woodford* in the County of *Essex*, which were at the time of the decease of the said T W in the tenure or occupation of G H or his assignes : To have and to hold from the, &c. last past, before the date thereof, unto the end and term of forty years, from thence next ensuing, and fully to be compleat and ended, if the said E shall happen so long to live, by the yearly rent of, &c. as by the said deed indented amongst other things, covenants, grants and articles therein contained, whereunto relation being had more at large it may appear : if therefore the said R R and E his wife, within one half year, next after that the said E shall come to and accomplish her full age of 21. years, upon reasonable request made by the said I and A or either of them, their executors or assignes at the now, &c. and at the only costs and charges for writings; or otherwise of the said I and A their executors and assignes; shall make and seale, and as their deeds deliver to the said I W and A P their executors or assignes, one Indenture of Lease, of all and singular the said Copihold or customary messuages, lands, tenements and hereditament, before by the said deed indented, demised; and of every part and parcel thereof, and which Indenture so to be made, sealed and delivered, shall in all things, and in every covenant, grant and article of the same, agree *verbatim* with the said deed indented, which beareth the date within written, and nor otherwise, save only that after the commencement and be-

ginning of the same, it shall be made to hold and continue the rest of the said term of forty years, which shall be then to come and unexpired, comprized in the said deed indented, which beareth the date within written, (viz.) to continue the rest of the years, which shall be then to come, and no otherwise, that then, &c. or else, &c.

A Condition to gather Rents, and to yield an accompt thereof.

THe Condition, &c. that if the within bound A B. or his sufficient Deputy, do from henceforth during his natural life, well, truly and entirely levys collect and gather all and singular the rents, revenues, emoluments, perquisites of courts, issues and profits whatsoever, of or belonging to the Lordship or Mannor of, &c. and of all the members and parcels of the same, at the Feasts of, &c. yearly during the said term, and all the same rents, &c. and all the money thereof comming, hereafter to be comming of the same, and every or any part thereof, well and truly content and pay to the within named C D at the Feasts of, &c. yearly, and also do from time to time, as often as he shall be thereunto required, by the said C D his heirs, executors or assignes, make, render and deliver to the said C D his heirs or assignes, a just, true and perfect accompt of all the same rents, revenues and other the premises, and of all the arrerages thereof, (if any be,) do at the end of every such accompt made, make just and true payment to the said C D his heirs or assignes, and further do well and truly administer, serve and execute all proceffe to him to be directed from the Stewards and Officers of the said C D his heirs or assignes, concerning the premises, or any part thereof, and moreover do, during

ring all the said term, demean and behave himself as an honest and true Bayliff ought to do, that then, &c. or else, &c.

A Condition of a Deputy rent gatherer to give accompt for the Receipt of Rents.

THe Condition, &c. that whereas the within bound A B retained (to and with the within named R C) Renter of the Mannor of *Finsbury*, for the collecting of all the Rents, comming or growing out of the Mannor of *Finsbury*, in the County of *Middlesex*, and of lands, rents and tenements, belonging to the Major, Aldermen, Commonalty and Citizens of the City of *London* Farmers of the said mannors, lands rents and tenements, for term of years yet to come, if therefore the said A B do well and truly behave himself in the said room or office of Rentership, for the Collection of the said Rents and Profits of the said Mannors, Rents, lands &c. and well and truly from time to time collect the said Rents, and every part thereof to the hands of the Chamberlain of the City of *London* for the time being, to the use and behoof of the said Major, Aldermen, Commonalty and Citizens of the City of *London*, and make yearly the accompt of the said Rents, and of every part thereof in the name of the said R C if he then be living, of Record in the Chamber of the said City to the office of the same, to whom it doth or may appertain, to take and ingrosse the same accompt: and also if the said A B during the life of the said R D do no act or acts, thing or things, directly or indirectly, to the prejudice and hindrance of the right of the said R O in and to that office, called the Rentership of *Finsbury*, and further do from time to time, clearly acquit discharge or save and keep harmlesse the said

R C his executors administrators and assigns and every of them, against the Major, Aldermen, Commonalty and Citizens of the City of London, and against all and every person and persons, to whom it may or shall of right in that behalf belong, that then, &c. or else.

A Condition to make a true accompt of ones Bayliffship.

THe Condition, &c. that whereas Sir H H Knight and Barronet, chief Justice of the Common-Pleas, Sir I D Knight Chancellour of the Duchy of Lancaster, T N Esquire, Surveyor General, do stand and are possessed amongst other things, of the Mannor of, &c. for divers years yet to come, upon trust and confidence, and to and for the onely use of C P have by the commandment and warrant of the said C P by deed under his hand and seal, constituted and appointed the within bound H L to be Bayliff of the mannor of *Westham* aforesaid, and Collector of the rents and revenues, Perquisites, and profits there, during the pleasure of the said C P. If therefore the said H L by himself for his sufficient Deputy or Deputies, his or their executors or assigns do and shall from time to time, for and during their continuance and exercise of and in the said place or office demean himself and themselves therein, without voluntary concealment, deceit or fraud towards the said C P and do and shall yearly during such his and their continuance and exercise as aforesaid, at the audit and audits to be held and kept for the said C P yield & make just and true accompt to and before the said Auditors, for the time being of the said mannor and premises, and thereupon make payment and satisfaction to the said C P his officer or officers, in that behalf

to be authorized and appointed, to and for the said C P his use, at or before every such audit or audits, of and for all and every such rents, sum and sums of money, and other issues, revenues, goods, chattels, perquisites and profits, as then shall come to the hands of the said H L or his Deputy or Deputies, or as he or they then ought rightly to be charged withall to the said C P his use, for or by means or in respect of the said office or place, that then, &c. or else, &c.

A Condition for payment of a sum of money within three days after request, if the Obligee may not enjoy a messuage.

THe Condition, &c. That whereas the within bound C D by a deed bearing date within written for the consideration therein, hath assigned and set over unto the within named A B one Indenture of Lease, bearing date, &c. made and granted to him the said A B by one, &c. of a Messuage, or tenement, with the appurtenances, lying and being, &c. now in the tenure of, &c. for the term of, &c. and all his estate, right, title, interest and term of years to come, in and to the same messuage or tenement, and other the premises by the said Lease demised, as by the said poll, deed or writing more at large appeareth; if therefore the said A B his, &c. paying the said rent, and performing the said covenant and duties in the said Lease contained on the tenants part, from and after the, &c. to be paid and performed, shall not or may not peaceably and quietly have, hold and enjoy the said messuage or tenement, with the appurtenances, for and during all the residue of the said term, without any let, trouble, interruption, of or by the said, &c. then if the said C D his executors, &c. do

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with.

within one month next after notice thereof to him or them, to be given by him the said A B his, &c. well and truly repay or cause, &c. to the said &c. his executors or assigns, the summe of, &c. of, &c. the said A B. them also re-delivering, and re-assuring unto the said CD his executors, &c. the said Indenture of Lease, safe, and uncanceled, and all his estate interest and term of years in and to the same, and the premises thereby demised, clearly discharged of all forfeitures, re-entries and incumbrances whatsoever then to be had, made, committed or permitted by the said A B his, &c. together with the poll-deed aforesaid, that then, &c. or else &c.

A Condition to bring an Inventory into the Prerogative Court by a day.

THE Condition, &c. that if, M H wife of I H while he lived, of the Parish of, &c. do make or cause to be made, a true and perfect inventory of all and singular the goods, chattels and debts of the said I H and the same so made, to exhibit or cause to be exhibited into the Prerogative Court of *Canterbury*, the, &c. and the said goods, chattels and debts do well and truly administer (*viz.*) do pay the debts of the said deceased, which he did owe at the time of his decease, as farre as the said goods, debts and chattels will thereunto extend, as the said law will charge her; and further do make or cause to be made a true and perfect account of and upon the said administration, the second day next after the Feast of, &c. and such part and portion of the said goods, chattels and debts, which shall be found remaining upon her said account, examined and adjudged, by the said Prerogative Court of *Canterbury* for the time being, shall distribute and dispose, as by the same Judge shall be limited

mitted and appointed; and if hereafter there shall appear any lawful Testament or last Will made by the said deceased, and the executor or executors therein named do exhibit the same, making request to have the same approved of accordingly, then if the said administratrix, after lawful request to her made, do tender and deliver into the said Court the said Letter of administration to her committed without delay; and lastly, do at all and every time and times hereafter, clearly acquit, discharge or save harmlesse the within-named, &c. and all other the Officers of the said Prerogative Court of *Canterbury*, against all persons having or pretending to have any estate, right, title, or interest to the said goods, chattels and debts, that then, &c. or else, &c.

A Condition never to vex or trouble one hereafter for any former matter.

THE Condition, &c. that if the within bound **A B** his heirs, executors or administrators, or any other person or persons for him or them, or in his or their name or names, or by his or their title or procurement, or means, do at any time or times hereafter claim, challenge, demand, vex, sue, molest or trouble the within named **C D** his heirs, executors, administrators or assigns, or any of them, for any of the goods, money, plate or debts, which late were belonging to **E F** or, &c. deceased, or for any other matter, reckoning, cause or accompt, thing or things whatsoever; had, moved, stirred, depending or being between the said **A B** and **C D** before the date within written, that then, &c. or else, &c.

*A Condition for the assurance of mortgaged Lands, after
default of Redemption.*

THe Condition, &c. that whereas the within bound
A B and C his wife by their deed indented, bearing date the within written, have given, granted, bargained and sold unto the within named D E his heirs and assigns for ever, all that messuage or tenement with the appurtenances thereto belonging, or in any wise appertaining, upon condition that if the said A B his heirs, executors, administrators or assigns, or any of them, do well and truly pay or cause to be paid unto the said D E his executors, administrators or assigns, the summe of, &c. that then the aforesaid gift, grant, bargain and sale of the premises, and all conveyances and assurances thereupon had and made, should be utterly void, frustrate and of none effect, as by the said deed indented amongst other things therein contained, more plainly at large appeareth: if therefore the said A B his heirs, executors, administrators and assigns, shall make default of or in the payment of the said summe of, &c. on the said, &c. then if the said A B and C his wife, and their heirs, and all and every other person and persons, and their heirs, having or lawfully claiming to have, any lawfull right, title or interest, of, in or to the said messuage or tenement, or other the premises with the appurtenances, or of, in or to any part or parcel thereof, shall from time to time, and at all times, after such default of payment of the said summe of, &c. in form aforesaid had and made, upon the reasonable request, and at the onely costs and charges in the law of the said D E his heirs and assigns, further do, cause, make, knowledge and suffer, or cause to be done, made, knowledged and suffered, all and every
such

such further lawful and reasonable act and acts, thing and things, devise and devises in the law, be it by fine or fines, deed or deeds, &c. or by all, any, or as many of the said wayes or means, as the said D E his heirs and assignes, or his or their counsell learned in the law shall be reasonably advised or devised for the further assurance, sure making and conveying of the premises, and of every part and parcel thereof, to be had and made sure unto the said D E his heirs and assignes for ever, absolutely, without any manner of condition or mortgage, that then, &c. or else, &c.

A Condition to acknowledge a Statute by a day.

THe Condition, &c. that if the within bound A B and one R L of, &c. do upon or before, &c. seal and subscribe one recognizance or writing obligatory, to be made according to the form of the statute lately made and provided for recovery of debts, wherein and whereby the said A B and R L shall stand bound to the within named T W in the summe of, &c. payable at some Feast soon after the date of the same writing, and the same so sealed and subscribed, do upon or before, &c. in lawful and due manner acknowledge before one of the two chief Justices appointed for the acknowledging of such writings by the statute, or in their absence, out of the term before the Major of the staple at *Westminster*, and the Recorder of the City of *London* for the time being, and the same so acknowledged and sealed, to deliver or cause to be delivered to the said T W at his now dwelling house, situate, &c. upon or before the, &c. safe, whole and uncanceled, to the end that a pair of defesazances may be thereupon made, that then, &c. or else, &c.

A Condition to meddle with the Executorship upon assignment thereof.

THe Condition &c. that whereas the within bound T T hath assigned and committed all his right of Executorship of the Testament and last Will of Sir I late deceased, unto the within named R B and hath fully for his part authorized, licensed and assigned the said R B only to do all and every thing and things, by himself and his assigns, concerning the execution of the said last Will and Testament, Therefore if the said T T shall not intermeddle with the administration of any part of the goods and chattels, money, debts or plate of the said Testator, without consent of the said R B his heirs or executors, but shall at all times hereafter, and from time to time permit and suffer the said R B his executors and assigns, to administer all such goods, chattels, money, plate and debts, as at the day of the making hereof be in the custody of the said R B to be administered, or in the hands or possession of any other person or persons, except such goods, chattels, money and plate, now in the possession and custody of the said T T of the said Testator, which is, or are to be administered as shall be thought good by the said R B And further if the said T T his heirs or executors do not discharge any debts of the said Testator, without the consent of the said R B his executors or administrators, nor any action which the said R B or his executors shall justly attempt and bring against any person or persons, to or for the recovery of any of the debts, goods and chattels of the said Testator, that then, &c. or else, &c.

A Condition not to do any act as Executor, without consent of his Co executor.

THe Condition, &c. that wheress one C B late of N deceased, by her Testament and last Will, named, ordained and constituted the within bound M. B and the within named N I to be executors of the same her Testament and last Will, as by the same last Will and Testament among other things appeareth; if therefore the said M B. shall not at any time hereafter make, or cause to be made any release, acquittance or other discharge, to any person or persons, for or concerning any of the debts, goods or chattels, which were the said C B the day of her decease, nor shall do or suffer, or cause to be done or suffered, any other act or acts, thing or things, in or about the execution of the said Testament and last Will of the said C. without the consent, assent and agreement of the said N I that then, &c.

A Condition to procure one to seal an acquittance by a day, and to save harmlesse.

THe Condition, &c. that wheress the within named A B hath the day of the date within written, paid and delivered to the within bound C. D. for and to the use of L O now Resident in France, in the parts beyond the Seas, the sum of &c. if therefore the said C D his executors or administrators shall and do before the, &c. cause and procure the said L. O. to seal and deliver as his deed to the use of the said A B his executors and administrators, in the presence of two or three sufficient and credible witnesses, a sufficient and lawfull acquittance, testifying the receipt of the said summe of, &c. and also if the said C D his executors, administrators or assigns, do deliver or cause to be delivered to the said

said A B his executors or administrators, at or in the, &c. the same acquittance sealed and delivered as aforesaid, and certified under the hands of the same witnesses, whole, uncanceled and undesaced, at or before, &c. and also do in the mean time save and keep harmless the said A B his heirs, executors and administrators and every of them, and all and every of his and their lands, tenements, goods and chattels, and every part thereof, against the said L O his executors, administrators and assigns, and every of them, of and for the same sum of, &c. and every part thereof, and of and from all actions, suits, costs, charges damages and demands, for or concerning the same, and every or any part thereof, that then, &c. or else, &c.

A Condition to acknowledge satisfaction of a judgement.

THe Condition, &c. that whereas the within bound A B in M term now last past, hath obtained against the within named L O in the Court commonly called, &c. a judgement in an action of debt, as by the Records in the said Court remaining, &c. if therefore the said A B do in *Easter*-term now next ensuing, at the costs and charges of the said L O cause satisfaction to be acknowledged and entred upon Record in full discharge of the same judgement, that then, &c. or else, &c.

A Condition to procure two to seal releases for legacies, and to save harmless.

THe Condition, &c. that whereas R B late Citizen and Haberdasher of *London*, and brother to the above bound W B in and by his last Will and
Test.

Testament, did give and bequeath unto W B and F B Sonnes of the aforesaid W B their Father, 40 l. apeece legacies to be paid, as in and by the said last Will and Testament of the said R more at large appeareth: and whereas also the above named M H the now husband of R the late widdow and executrix of the said R B before the ensealing hereof, at the earnest request and desire of the said W B the father hath paid unto the said W to and for the use and behoof of the said W and F his Sonnes, the said legacies of 40 l. apeece in lawfull *English* money. the receipt whereof the said W B the father, doth hereby acknowledge and confesse: If therefore the said W B the father, or above bound T D and W F or any of them, their or any of their executors, administrators or assigns, within twenty eight daies, next after that the said W and F B Sons of the said W B the father, shall severally attain their severall ages of 21. years, shall give and deliver unto M H his executors, administrators or assignes, good, lawfull and sufficient releases or acquittances, under the hands and seals of the said W and F the Sonnes of the said W of and for the said legacies of 40. l. or else do in the mean time, and also at all times afterwards acquit and discharge, or else save and keep harmlesse, and indemnified the said M H his executors and administrators, from and against the said W and F B the Sonnes, of and for the said legacies, and also of and from all actions, suits, troubles, costs, charges, and damages, that shall be commenced, prosecuted or any way happen to or against the said M H his executors, administrators or assigns, for or concerning the said legacies by the said W and F or either of them, or any other person, for, by or under them, or either of them, that then, &c. or else, &c.

A Condition that a woman shall release her dower.

THe Condition, &c. that if L O of W widdow, late wife of T O of, &c. do before the, &c. by her writing under her hand and seal, remit, release, & quit-claim unto the within named R O such estate, right, title, interest, claim and demand whatsoever, which she the said L O hath, may, might, should or of right ought to have, in or to all or any part of the lands, tenements, and hereditaments which were the inheritance of the said T O her Husband deceased, or any part thereof, for or by reason of her dower, or of any joynture heretofore made, or by reason of any other right, title or means whatsoever, at any time before the date hereof, come, grown or accrewed: and also if the said within bound A B his executors, administrators or assigns do before the, &c. leave and deliver, or cause to be left and delivered to and for the said R O at, &c. the said writing or release sealed and delivered as aforesaid being certified under the hands of two or three sufficient witnesses, safe, whole, uncanceled and undiscased, that then, &c. or else, &c.

A Condition to suffer a mans wife to make her Will.

THe Condition, &c. that whereas the within bound A B shall shortly by Gods grace, marry and take to wife, C D late the wife of E F deceased, and by reason and means of the said marriage, he the said A B shall be greatly preferred and advanced in substance and riches, in consideration whereof, if so be that the said A B after marriage had and solemnized, between him and the said C D do quietly permit and suffer the said C D (if she fortune to de cease before

fore the said A B) to declare and make her Will in writing, or otherwise by word of mouth, and in the same to give, will and bequeath, or otherwise to assigne and dispose of, at her free will and pleasure, to and amongst her kindred, friends and acquaintance, or to any of them, or to any other person or persons, as to her shall be thought meet and convenient, the summe of, &c. of, &c. And further, if the said A B his executors administrators or assigns, or any of them, upon reasonable request to him, them or any of them, to be made, by any such person or persons, to whom the said C D shall so give and bequeath any such summe or summes of money, extending no further then to the said summe or value of, &c. as is aforesaid, do well and truly pay or cause to be paid, all and every the said severall sum and sums of money, gifts and requests, so to be given and bequeathed by the said C D and in such manner as shall be by her appointed, that then, &c. or else, &c.

*A Condition to marry one by a Day, or else pay
a summe of money.*

THe Condition, &c. that if the within bound, A B do on or before the, &c. of, &c. lawfully espouse, marry and take to wife one E K the daughter of, &c. if she the said E will thereto assent and agree, and the Ecclesiasticall laws permit and suffer the same: but in case it shall happen the said E K and A B and either of them to die or decease before such marriage had and solemnized as aforesaid, then if the said A B his executors, administrators and assigns, do well and truly pay, &c. to the said E K her executors or assigns the summe of, &c. on, &c. at, &c. that then, &c. or else, &c.

A Condition to be a true Prisoner.

THE Condition, &c. that if I H Merchant of *St. Lucas*. which now is in the Prison of the Common-wealth of *England*, under keeping of the Sheriff within written, as well by reason of writ of, &c. of the Statute of the Staple, containing the summe of, &c. as also for other certain actions, causes and suits on the behalf of R S &c. moved and commenced, be from henceforth a true and faithfull Prisoner, carrying and remaining with the said Sheriff and his Deputies till the same I H be fully discharged and acquitted of the said actions, and then content and pay to the said Sheriff, &c. all and singular costs, charges, fees and other duties, in such cases heretofore accustomed to be paid, that then, &c. or else, &c.

A Condition to save harmlesse for being bound for the appearance of a man.

THE Condition, &c. that whereas the within named O P at the special instance, request and desire of the within bound Sir E G by one obligation bearing the date within written, standeth bound joyntly and severally with the said Sir E G and the within bound A M unto R H and H H Sheriffs of the City of *London*, in the summe of, &c. of, &c. with a Condition there under-written, for the appearance of the said Sir E G before the Justices of the Court of Common-pleas at *Westminster*, on, &c. next, &c. to answer to C G of a plea of trespassse, as by the same obligation and condition thereof more at large appeareth; if therefore the said Sir E G do according to the tenor and true meaning of the obligation

tion, and condition aboverecited, appear before the said Justices of the said Court &c. on the day in and by the condition of the said obligation limited and appointed for his appearance, to answer unto the said C G of a plea of trespassse. And also if the said Sir E G his Executors and administrators, and every of them do from time to time, and at all times hereafter freely and clearly acquit, discharge, or save and keep harmlesse the said G P his heirs, &c. and his and their goods, and every of them, against the said Sheriff of the City of London, and against all other persons whatsoever, of and for the said Obligation and condition aboverecited, and penalty in the said obligation contained, and every part and parcel thereof, and of and from all actions, suits, judgements, executions, condemnations, damages and demands, touching or concerning the same, that then, &c. or else, &c.

A Condition wherein the Factor is truly bound to serve the Merchants and no other.

THe Condition, &c. that if the within bound I O do from the day of the date within written, unto the end and term of four years from thence next ensuing, and fully to be compleat & ended, well, truly and faithfully serve the within-named L S and his assigns in the trade and traffick of merchandizes, as well in this Realm of England, as in any other parts beyond the seas; and also if the said I O at all times hereafter, and from time to time during the said term of four years, upon the reasonable request of the said L S his Executors, administrators or assigns to be made to the said I O do make, yield and deliver unto the said L S and his assigns, as from any other person or persons, by his or their assigns, notes and rest of all such summe and summes of money, as shall

appear upon the foot of every such accompt or reckoning, as shall be soyielded, made and delivered by the said I O to the said L S his executors, administrators or assignes, in form aforesaid, and further, if the said I O at any time hereafter, during the said term of four years, as the said I O shall be Factor, Doer or Agent to the said L S and his assignes by any manner of wayes or means, do not trafique or merchandize, or the affairs or businesse of any manner of person or persons whatsoever, other than the said L S and his assignes, without the special license, consent, will, knowledge and agreement of the said L S his executors, administrators or assignes, thereunto first had and obtained in writing, under his and their hand and seal, that then, &c. or else, &c.

A Condition to pay use for Orphanage or Legacy-money belonging to Orphans.

THe Condition, &c. whereas the within bound A B and C D on the day of the date within written, have in their hands, possession and custody, the summe of, &c. of, &c. being Orphanage or Legacy-money, appertaining unto E F and G H Children and Orphans of I K late Citizen and Grocer of London deceased, for the sure payment whereof at such time or times, as the said Orphans shall be severally capable of their several portions, according to the custome of the City of London, or according to the dayes and times limited in the Testament and last Will of the said I K father of the said E F and G H the said A B and C D with other sureties stand obliged and bounden by recognizance, taken and acknowledged in the Orphans Court of the City of London, to the Chamberlain of the said City for the

the time being, in certain competent penalty of certain penalties, according to the custome of the said City: and whereas the charge, education, keeping and bringing up of the said Orphans, is committed unto the said I K. and S his wife, Mother of the said Orphans, if therefore the said A B and C D or either of them, or the executors administrators or assignes of them or either of them, do every year yearly, during so long time as the said summe of, &c. or any part thereof shall continue and be in the use and occupation of them the said A and C or either of them, or of the executors, administrators or assignes of them or any of them, do well and truly pay or cause to be paid to the said I K. his executors or assignes, for and towards the charge and education of the said Orphans, or of such of them as shall longest continue, and be in his or their Orphanage or minority, for the use, loan or occupation of the summe of, &c. or of such part thereof, as shall longest continue and be in the use, possession or occupation of them the said A B and C D or either of them, or the executors or assignes of them or any of them, after the rate and allowance of 6 l. 13 sh s. 4d. of, &c. for every hundred, and so after that rate for a lesser summe, as the cause shall require, the same allowance to be paid quarterly, at the Feasts of, &c. yearly by equal portions, at or in the, &c. that then, &c. or else, &c.

A Condition for the executing of a Goaler-ship.

THe Condition, that if the within bound I W his executors or assignes, do well and truly execute and use the office of Goaler-ship in the Countrey of E. and also do well, surely and safely keep all and every such person and persons, now being in the prison

of the Common-wealth of *England*, in the same Countie of E. or that hereafter shall be committed to the said Goal, or to the said I W. and further that if the said I W his executors or assigns, at his or their proper costs, do safely carry, bring and recarry all persons in the said Goal now being, or that at any time hereafter shall be prisoners there, to any such place or places as the said Sheriff, or his assigns shall appoint or name within the said County of E and furthermore be truly and diligently attending, aiding and assisting the said Sheriff & his under-Sheriff and Deputies, at all and every time and times, when any execution shall be done, within the said County, to and upon any person or persons, attainted or to be attainted for treason, felony, murder, or heresie, or otherwise, or for any other cause, unto the end of the execution. And further if the said I W his executors and assigns, do discharge and save harmlesse the said Sheriff, his heirs, executors, administrators and assigns, against the Common-wealth of *England*, and against all and every other person and persons, and from all manner of escapes, damages and losses fines, issues, and amerciaments, which by the negligence or otherwise of the said I W his executors or assigns, that the said Sheriff shall or may in any wise be charged or incumbered, or ought to be charged by the Law, by reason of the office of the Sheriff-wick of the said County, from time to time, and do content and pay to the said Sheriff, his heirs, executors or assigns all such summe and summes of money, as the said Sheriff, his heirs, executors or assigns ought to pay to the Common-wealth, or to any other person or persons, to be due to the said Sheriff, by reason of the said Office of Goalership, that then, &c. or else, &c.

A Condition for the re-assurance of Lands.

THe Condition, &c. that if the within bound A B his heirs, executors, administrators and assigns, and every of them do from time to time, and at all times hereafter, upon the reasonable request, at the costs and charges in the law of the within named C D make, knowledge and suffer unto the said C D his heirs or assigns, or unto such other person or persons as he or they shall name or appoint, all and every such lawfull and reasonable act and acts, thing and things, devise and devises in the law, as by the said C D his heirs or assigns, or by his or their Council learned in the law shall be reasonably advised or devised, for the assurance and conveying unto him the said C D his heirs and assigns for ever, absolutely without any manner of condition or mortgage, all such tenements, lands, meddows, leases, pastures & hereditaments whatsoever, with all and singular their appurtenances, situate, lying and being in, &c: all which, &c. now are, or late were in the tenure or occupation of, &c. or his assigns and sometime were in the tenure of, &c. or his assigns, which said lands, tenements, meddows, leases, pastures and hereditaments, were lately conveyed, bargained and sold unto the said A B and his heirs by W M of, &c. as by an Indenture thereof made between the said W M on the one part, and the said A B on the other part, bearing date the, &c. last past before the day within written, more plainly at large it may appear: And also if the said lands, tenements, meddows, leases, pastures, and hereditaments, and all and singular other the premisses, with th' appurtenances, now be and at all time hereafter shall be free and clearly discharged, or otherwise sufficiently saved and kept harmlesse by the said A B his

heirs, executors and administrators, of and from all and every bargain, sales, leases, titles, troubles and incumbrances whatsoever, had, made or done, or hereafter to be had, made or done by the said A B his heires or assignes, that then, &c. or else, &c.

A Letter of Atturney contained in the latter end of an Indenture.

ANd furthermore the said G C and T N have made, ordained, nominated and appointed, and by these presents do make, ordain, nominate and appoint R B Esquire, and T W Gent. their true, sufficient and lawfull Atturneys, joyntly and severally for them, and in their names and stead, into and upon all and singular those the said two parts, &c. and other the premisses, or into any part thereof, in the name of the Whole to enter, and peaceable and quiet possession and seizin thereof, for them and in their names to take, and after such possession and Seizin thereof had or taken as aforesaid, for them and in their names, stead and places peaceable and quiet possession, livery and seizin of all and singular the said premisses, or any part thereof, in the name of the whole, to deliver unto the said H B his heirs or assignes, or his or their certain Atturney in that behalf, ratifying, allowing and confirming all and whatsoever their said Atturney, or either of them, shall do or cause to be done in or about the premisses by these presents. In witnesse, &c.

A Release of a Proviso.

KNow all men by these presents, that I B C of &c. for divers good causes and considerations me hereunto moving, have remised, released and quit-

quit-claimed, and by these presents for me, my executors, administrators or assignes, do remise, release and for ever quit-claim unto L M of, &c. his heirs, executors or assignes, as well one proviso or condition and all and every the summe and summes of money, specified in the same proviso or condition, contained and comprized in one pair of Indentures of bargain and sale, bearing date the, &c. in the, &c. made between me the said B C of the one party, and the said M L of the other party, as also all and all manner of actions and suites, cause and causes of actions and suits, for or concerning the said proviso, In witnesse, &c.

A Release of a Covenant mentioned in an Indenture of Lease.

TO all, &c. A B of, &c. sendeth greeting. Whereas in and by one Indenture of lease, bearing date, &c. made between E B of th' one party and the said A B of th' other party, there is contained a Covenant in these words following, *viz.* (reciting the Covenant *verbatim* as therein contained,) whereunto relation being had, it doth and may more at large appear; now know ye, that I the said A B for divers good causes and considerations me hereunto especially moving, have remised, released, and quit-claimed, and by these presents for me, my executors and administrators, do fully and clearly remise, release and quit-claim unto the said E B his executors and assignes, the said covenant, grant, clause, agreement and article, before rehearsed and mentioned, and all and every other matter, thing and things specified, declared and contained in the same covenant, clause and agreement, and all the benefit, profit; advantage & commodity, that by any manner of means

may or might arise, grow, come or happen to me the said A B for or by reason, or touching or concerning the same covenant, clause, article or agreement or any word, sentence, matter, thing or things therein conteined, so that the said E B his executors and assigns, and every of them, from henceforth for ever shall be clearly and fully acquitted, released and discharged against me the said E B my executors and administrators, and every of us, of from, and for the said covenant, grant, clause, article and agreement, before rehearsed, and of and for every thing and things touching or concerning the same, & that this present release shall not in any wise extend to any other covenant, clause or article before rehearsed, for and during the said term, &c. In witnesse, &c.

A bargain and sale of woods.

THis Indenture, &c. between, &c. witnesseth, that the said I M for the considerations hereafter in these presents expressed, hath bargained and sold, and by these presents doth bargain and sell unto the said F M all those woods, underwoods and trees whatsoever, standing, growing, lying or being, in and upon all that wood and wood-ground, called or known by the name of, &c. in the County of, &c. parcel of the mannor of, &c. in the same County (except and always reserved) out of this present bargain and sale, unto the said I M his heirs and assigns, 50 trees of Oake to be taken and marked by the said I M or his assigns, in such manner as hereafter in these presents is expressed, viz It is agreed between the said Parties to these presents, and either of them severally for himself, his executors and administrators, covenanteth and granteth to & with the other of them, his executors and administrators, that the said F M shall

or

or may first choofe ten Oaks, and after the faid I M to choofe ten other, fo either of them one after another ten oaks, untill the faid I M or his affigns, have made choice of the faid number of 50. trees before excepted, in confideration of which faid bargain and fale, the faid F M doth covenant, &c. to and with the faid, &c. that he the faid F M his, &c. fhall well and truly pay, &c. unto the faid I M his, &c. the fumme of, &c. on the, &c. at, &c. and further the faid I M doth covenant, &c. to and with, &c. that it fhall and may be lawfull, to and for the faid I M his executors and affigns, at all feafonable times of the year, after choice made by the faid I M or his affigns, to the faid 50. trees to him excepted, as aforefaid, during the fpace of, &c. next enfuing the date hereof, to fell, cut down and carry away the faid woods, underwoods and trees before by thefe presents bargained and fold, and every of them, except before excepted, and likewise the faid F M doth covenant, &c. to and with, &c. that he the faid F M his executors or affigns, fhall and will at every felling, of which he or they fhall make of the faid woods, underwoods or trees, leave ftanding or growing, fo many ftaddles & ftoriers, as by the laws and ftatutes in that cafe provided, are or ought to be left, for and in recompence of which ftaddles and ftoriers fo to be left, the faid I M for him his executors and administrators, doth covenant, promife, grant and agree to pay or caufe to be paid, upon reafonable request unto the faid F M his executors or affigns, fo much mony, as by two perfons whereof the one to be chofen by the faid I M th' other by the faid F M fhall be thought reafonable, and by them limited and appointed: And furthermore the faid I M doth covenant, &c. to and with, &c. that if the faid F M his, &c. do pay, &c. unto the
faid

said I M his, &c. the said summe of, &c. at the dais, time and place before limited for the payment thereof, and in such manner and form as aforesaid, that then one recognizance, in the nature of a Statute Staple, bearing date, &c. taken and knowledged, &c. wherein the said F M standeth bound to the said I M in the summe of, &c. shall be utterly voyd and of none effect. In witnesse, &c.

An assignment of an extent upon a Statute.

THIS Indenture made the, &c. between T O of, &c. of th' one party, and Sir L L of, &c. and L B of, &c. of th' other party, witnesseth that whereas T R of, &c. R R of, &c. and R B of, &c. by their recognizance in the nature of a Statute Staple, bearing date the, &c. taken and acknowledged before, &c. did acknowledge themselves to owe to the said T O the summe of, &c. payable, as in and by the said Statute or Recognizance more at large appeareth. And whereas also certain writs of extent, bearing date the, &c. in the, &c. were awarded out of the Court of Chancery, being directed to the then Sheriff of the County of York, by vertue of which writ so directed into the County of Yorke, the same then Sheriff did extend all that the mannor or capitall messuage, &c. in the, &c. and divers lands, tenements, &c. as in and by an inquisition thereof, had and taken by the said Sheriff, at R in the County of Yorke aforesaid, bearing the, &c. then last past, annexed to the said writ of extent, and remaining of Record in the high Court of Chancery, more at large doth and may appear, and whereas also afterward Sir M W Knight then Sheriff of the said County of Yorke by vertue of a Writ of Liberate, likewise directed

rected to the said Sheriff, hath delivered possession
 and seizin of the said mannor or capitall messuage,
 and of and in divers lands, tenements, meadows,
 feedings and pastures with their appurtenance in M
 aforesaid in the said County of York, &c. unto the
 said T O to have and to hold the said recired pre-
 misses in the said writ mentioned unto him the said
 T O and his assigns as his free-hold, untill the
 said debt of, &c. with costs, charges and damages,
 should be of the said mannor, lands and tenements
 so extended and delivered should be paid, as in and by
 the said Writ of Liberate remaining of Record in the
 high Court of Chancery more at large appeareth Now
 this Indenture further witnesseth, that the said T O
 for and in consideration of a competent sum of
 good and lawfull money of England to him in hand:
 at and before th' enicaling and delivery of these pre-
 sents by the said Sir R L and L B well and truly
 contented and paid, whereof and wherewith he ac-
 knowledgeth himself fully satisfied and payd, and
 thereof and of every part & parcel thereof, doth clear-
 ly quit, exonerate and discharge the said Sir R L
 and L B their heirs, executors, administrators,
 and every of them, for ever by these presents hath gi-
 ven, granted, bargained, sold, assigned, and set over,
 and by these presents doth fully, clearly, and ab solutely
 give, grant, bargain sell, assign and set over unto the
 said Sir R L & T B their executors, administrators
 and assigns, all the estate, right, title interest, pro-
 perty, claim and demand whatsoever, which he the
 said T O now hath or had, or may, might or
 ought to have, of, in or to the said mannor or capital
 messuage, lands, tenements hereditaments and pre-
 misses in M aforesaid, and of, in and to the moyety
 &c. and of, in and to every part and parcel thereof
 with th' appurtenances, by force and vertue of the
 said

said extent, inquisition and Liberate aforesaid, and every or any of them, or in them, or any of them contained, to have and to hold, occupie, possesse, receive, take and enjoy the said manner of M the said moyety of, &c. and all and singular other the premises before mentioned, with their appurtenances, together with all rents, issues, profits, commodities and advantages thereof whatsoever unto the said Sir R L and L B their heirs and assigns, to the only proper use and behoof of them the said Sir R L and L B their heirs and assigns for ever, for and during the term and continuance of the said Extent, untill the said summe of, &c. with the costs, damages and charges be out of the said mannor and other the premises extended as aforesaid, fully satisfied, contented and paid, as is aforesaid. In witnesse, &c.

*A Condition for finding Apparel for an Apprentice
by his friends.*

THE Condition, that whereas I R son of the withe in bound E R by his Indenture of Apprenticeship; bearing date, &c. last past, before the date within written, hath put himself Apprentice to the within named H S to the Art which he now useth, and with him to serve and dwell after the manner of an Apprentice, from the day of the date of the same Indenture, for and during the term of eight years from thence next ensuing, and fully to be compleat and ended, as by the same Indenture may appear: and whereas it is intended and agreed upon by and between the said E R and H S that he the said E R his executors or administrators, or some of them shall from time to time, and at all times, during the said term of eight years, find and provide to and for the said I K good, sufficient and necessary rayment and apparel, as doubler, hose, shoes, stockings, shirts, bands,

bands, cloak, hat, and all things needfull and convenient for such an Apprentice: If therefore the said E R his executors, administrators or assigns, do and shall yearly, and every year at or before the Feast of *Easter*, during all the said term of, &c. find and provide to and for the said I R such sufficient rayment and apparel as aforesaid, and at all other time and times needfull, during all the said term, or otherwise in default thereof, well and truly pay, or cause to be paid unto the said H S his executors, administrators and assigns, at or in, &c. the summe of 3. l. 6 sh. 8. d. of, &c. for and towards the said apparel, on or before the said Feast day of the Ascension of our Saviour, in every year yearly, during the said term, without fraud or coven, that then this, &c.

A Condition to save harmless from a Bond.

THe Condition of this, &c. that if the within bound L D his Executors, administrators or assigns, or any of them, do and shall on this side or before the, &c. next coming, clearly acquit and discharge the above named E A his executors and administrators, out of and from all and every Bond and Bonds, obligation and obligations whatsoever, wherein and whereby the said E A standeth joyntly obliged and bounden with the said L D to any person or persons whatsoever, for payment of any sum or sums of money, that then, &c.

A Condition for money (given by Will) to be lent gratis.

THe Condition, &c. That whereas A B &c. by his last Will and Testament, bearing date, &c. did give and bequeath unto the Parson and Church-warden

dens of the Parish of, &c. the summe of, &c. to be lent unto young men of the said Parish, upon sufficient Sureties for two years *gratis*, and so from two years to two years to some other young men of the same Parish, by 10. l. a man without paying any consideration for the same, as by the same Will more at large may appear. of which said summe of, &c. the within bound W L the day of the date within written, hath had and received 10. l. according to the meaning of the said Will; if therefore the said W L his executors, administrators or assigns, or any of them, do well and truly content and pay, or cause to be paid unto the within named H I. T I and R I or any of them, their or any of their executors, administrators or assigns, the said sum of, &c. on the, &c. which shall be in the year of our Lord God, 1631. at or in, &c. that then this, &c.

A Condition that one Executor shall not release any of the Testators debts or goods, without the consent of the other Executor.

THe Condition, &c. that whereas I H of, &c. by his last Will and Testament, bearing date the, &c. published and declared in writing, did make and ordain the within named E W and the within bound K E his executors of the same his last Will and Testament, and afterwards died, after whose death the administration of all and singular the goods, chattels-credits & debts, which of late were the said I H. were and are lawfully committed unto the said E W and K E if therefore the said K E hath not at any time or times heretofore, neither he the said K his executors, nor administrators, nor any of them shall at any time or times hereafter remise, release, or otherwise discharge any of the debts, duties, specialties, sum

summe and summes of money, or other thing whatsoever, due and owing to the said I H at the day of his death, or yet any of the action or actions, suits, plaints, pleas, processe, judgements or executions whatsoever had, commenced, brought, or at any time or times hereafter, to be sued, had, commenced, brought, pursued, or executed by virtue of the said Will, against any person or persons whatsoever, for or by reason of any of the same specialties, summe or summes of money, debts, duties, or other things due and payable as aforesaid, or otherwise discontinue by non-suit or *retraxit* in the same action or actions and suits aforesaid, or any of them, so commenced or brought, or to be sued in form aforesaid, without the especial license, consent and agreement of the said E W his executors or administrators first had and obtained in writing, signed and sealed, with his, their or some of their hands and seals, that then, &c.

A Condition that one shall not become bound for any person, by writing or promise without consent.

THe Condition, &c. that if, &c. A B shall not at any time or times hereafter, by his writing obligatory, signed or sealed with his hand, make or seal, or by any other writing or bale, promise or contract whatsoever, or otherwise solely by himself, or joyntly or severally, with any person or persons, become or stand bound as Surety with, to or for any person or persons, in or for payment of any sum or sums of money, to any manner of person for the debt, duty, or any cause whatsoever, of any person or persons whatsoever (above the summe of 40. l, of, &c.) other than for his own onely debt, duty or cause, without
the

the special consent, assent and licence of the within-named C D first had and obtained in writing, under his hand and seal, that then, &c.

A Condition to surrender Land, or pay money in lieu thereof.

THE Condition, &c. that if, &c. A I and his heirs, or some of them, within the space of, &c. next ensuing the date hereof, upon reasonable request to him or them made, by the within-named R H his heirs or assigns, or any of them, and at his or their costs and charges in the law, do make and procure, or cause to be made and procured, to the use of the said R H and his heirs for ever, according to the custome of the mannor of, &c. sufficient & lawful surrender and assurance, of and in one messuage or tenement customary, sometimes called the, &c. with all barns, stables, orchards, gardens and other th' appurtenances to the same adjoining and belonging, situate &c. discharged or saved harmless from all former surrenders, charges & incumbrances, made, done or committed by him the said A I or his heirs, or by any other person or persons, by whom such surrender shall be so made, the fine or fines, for or by reason of such surrender or admission upon the same, & the rents & services from henceforth to be due to the Lord or Lords of the said mannor of whom the premises are holden, or by parcel, (only excepted & foreprized) & if in case the said R H or his heirs, within the space of, &c. now next ensuing, shall dislike to accept of such surrender, and shall not make any such request for the same, as is aforesaid, then if in lieu and recompence thereof, the said A I his heirs, executors, administrators, or assigns, or any of them do at th' end of the
same

same year now next ensuing, at the furthest within three moneths then next following, well and truly pay or cause to be paid unto the said R H his executors or assigns, at or in, &c. the summe of, &c. of lawful, &c. without fraud or coven, that then, &c.

A Condition, &c. to keep Peace.

THe Condition, &c. that if, &c. B W at all times hereafter do well and honestly bear and behave himself as well in word as in deed, towards the within named I R and all his, as any honest man ought to do, and also if the same B W at all times hereafter do keep the, &c. in his own proper person towards the said I R and all his: and further if the said B W at no time hereafter, do vex, sue, molest or trouble, or cause to be sued, vexed, molested or troubled, the said I in his body, goods or otherwise, by any manner of means, for any matter, cause or thing whatsoever it be, that then, &c.

A Condition to justifie all such Actions as shall be commenced by vertue of a Letter of Attourney and not to release, &c.

THe Condition, &c. that if, &c. W L his, &c. do at all times hereafter, and from time to time justifie, averre, maintain, and allow such actions, suits, writs, pleas, plaints, premises, condemnations, judgments, executions and demands, as the within named B S his, &c. shall at any time hereafter commence, exhibit, procure or prosecute by force of a letter of Attourney, bearing the date within written made from the said W L to the said B S against all or any the person or persons or debtors therein named, their heirs, executors or administrators, for the recovery

of the several summes of money, by every of them severally owing, mentioned in the said letter of Atturney, to the only use therein specified. And do permit and suffer the said E S his, &c. to recover and receive all and every the said debts and summes of money, and the costs, damages, profits of suits and other commodities and advantages, to come or grow any way by the same, to the use of the said E S his, &c. for ever, without account, without release, acquittance, discharge, non-suit, countermand, disfavoury, retraction or other avoiding of the same persons, summes of money, debts, suits or other demands, accruing upon the same, without the consent of the said E S his, &c. first had and obtained for the same, that then, &c.

*A Condition to pay money according to a Proviso
in a bill of sale.*

THe Condition, &c. that whereas the within bound R H by his bill of sale, bearing date the day of the date within written, hath bargained, sold and delivered in plain and open market, according to the custome of the City of London unto the within named T C three gilt bowles, weighing 60. ounces, &c. to have and to hold, &c. with a Proviso contained in the said bill of sale, that if the said R H his, &c. do pay, &c. unto the said, &c. that then this, &c. as by, &c. and whereas the said T C doth esteem and value that the said three gilt bowles, &c. nor to be worth the said summe of, &c. contained in the said bill of sale; if therefore the said R H his, &c. do pay, &c. unto the said T C his, &c. the said summe of, &c. on the day and at the place mentioned in the said Proviso, and thereby redeem the premises, out of the hands and possession of the said T C his, &c. that then, &c.

*A Condition to do ones endeavour for the recovery of the
debt against the Surety.*

THe Condition, &c. that whereas the above-bound
I H hath obtained several judgements against
M W, Esquire, and **T B** Gent. upon one obligation,
wherein the said **T B** and **M W** stand bound
unto the said **I H** in the sum of 215 l. with con-
dition forpayment of 107 l. 10 sh. as by the Records
remaining in the Court of Common-Pleas at *West-*
minster may appear; If therefore the said **I H** his exe-
cutors, administrators and assigns do and shall from
time to time, and at every time and times hereafter,
do and use his and their best means and endeavours,
with effect, by Writ or Writs of execution, or by o-
ther writs or means, lawfully to recover and receive
of the said **M. W.** his heirs, executors or administra-
tors, or of his or their lands, tenements, goods, chat-
tels or hereditaments the said sum of 215 l. and costs
of suit heretofore obtained by judgement, as aforesaid,
without releasing the said sum of money as aforesaid,
or any part thereof, except it be by agreement and
consent of the said **H B** his executors, administrators
and assigns, or also do, and shall well and truly pay, or
cause to be paid, unto the said **H B** his executors,
administrators or assigns, the said sum of, &c. and costs
of suit, or so much thereof as shall be received by the
said **I H.** his executors, administrators or assigns of the
said **M. W.** his heirs, executors or administrators, or
his or their goods, chattels, lands or tenements, upon
or by reason of the said Judgement, and that within
two moneths, next after he or they shall have receiv-
ed the same without fraud or coveny, that then, &c.

A Condition for quiet enjoyment of a messuage sold.

THe Condition, &c. that if the within named *I M* his heirs and assigns, and every of them shall and may for evermore from henceforth peaceably and quietly have, hold, occupie, possesse and enjoy, all that messuage, tenement and lands situate, lying and being in, &c. and every part and parcel thereof mentioned to be bargained and sold, by the within bound *R W* to the said *I M* in and by a certain Indenture of bargain and sale, bearing date the day of the date within written, made between the within bound *R W* and *A* his wife on th' one part, and th' above named *I M* on th' other part, clearly discharged, or otherwise sufficiently saved harmelesse, of and from all and all manner estates, titles, charges and incumbrances whatsoever, at any time heretofore had, made, committed, permitted, suffered or done by the said *W* or by his means or procurement that then, &c.

A Condition to pay a yearly summe of money for a wifes Joynture during her life.

THe Condition, &c. that if th' above bound *P. P.* his heirs, executors, administrators or assigns, or any of them, do well and truly pay or cause to be paid unto *K* the now wife of the said *T P* for and in the name of her joynture, yearly and every year for and during the term of the natural life of the said *K* if she shall survive and overlive the said *T P* her husband, the yearly summe of, &c. at four most usual Feasts in the year, that is to say, at, &c. by even and equal portions, the first payment thereof to begin and to be made at the Feast of the said Feasts, which shall first

first and next happen after the death of the said T. P. if she the said K shall be then living, and also if when any of them, the Sureties of the said T P shall happen to die or depart this natural life, the said K. living, the Survivor of them, within one moneth next after his death, shall procure one sufficient Surety to become bound with the then surviving obligor in the like summe, and under the same condition, and so from time to time during the life of the said K. upon the sealing and delivery of every which new Bond, the former Bond to be delivered to the survivor to be cancelled, that then, &c.

A Condition to endeavour to discharge an obligation by a day.

THe Condition, &c. that if, &c. do and shall use his best endeavour for and in discharge of one obligation, bearing date the, &c. wherein the within named D W and B B of, &c. are and stand bound unto the said M B deceased. in the summe of 100 l. for payment of 52 l. at a day already past, and do thereof acquit and discharge the said D W and B. B. and either of them, their and either of their executors, administrators and assignes, of and from all actions, suits, troubles, costs, and charges whatsoever, of, for and concerning the said obligation, or summs of money therein contained, that then this, &c.

Condition reciting, an absolute bargain and sale is made to one for the Indemnity of a Bond, if the money be paid upon the Bond, the Grantee is bound to re-assure.

THe Condition, &c. that whereas the within named I T by his deed indented bearing date the

day of the date within written, for the indemnity, discharge and saving harmlesse of the within bound Sir M. W. his heirs, executors and administrators, of, for, from and concerning one obligation, bearing date the, &c. within written, wherein the said Sir W. M. for th' only debt of the said I. T. together with the said I. T. is and standeth bound unto E. P. Esquire, in the sum of, &c. with condition for payment of, &c. on the, &c. next coming, hath granted, bargained, sold and confirmed unto the said Sir M. W. his heirs and assigns for ever, all that Close, &c. with th' appurtenances called or known by the name of, &c. situate, lying and being in, &c. as by the same deed enrolled in the High Court of Chancery, amongst divers other things therein contained, may more at large appear; if therefore the said Sir M. W. his heirs or assigns, in whom th' estate of the before mentioned premises is or shall be vested or settled, do and shall upon reasonable request to him or them to be made in that behalf by the said I. T. his heirs or assigns, (after that the said I. T. his heirs, executors, administrators or assigns shall have paid the said 104. l. and acquitted and discharged the said Sir M. W. his heirs, executors, administrators and assigns, of and from the said obligation, and the sum and sums of money therein contained, and the costs and charges in the law of the said I. T. his heirs or assigns, re-convey and re-assure unto the said I. T. his heirs and assigns for ever, the said Close called, &c. with th' appurtenances with warranty therein to be contained, against the said Sir M. W. his heirs and assigns only, so as he or they be not compelled to travel, for the making of the said assurance, further then the place of his or their abode, and residence at the time of such request made, then, &c.

A Condition (reciting a surrender of land, upon condition) that if the money be not paid according to the condition, the obligor may enjoy the lands, &c.

THe Condition &c. that whereas the within bound

TI hath the day of the date within written, surrendred into the hands of the Lord of the Mannor of H in the County of, &c. out of Court, by the hands of A B and C D two of the customary tenants of the said mannor, according to the custome of the said mannor, one messuage or tenement, &c. with all and singular their, and every of their appurtenances, now or late in the tenure or occupation of the said T I his assign or assigns, to the only use and behoof of the within-named F A and of his heirs and assigns for ever, according to the custome of the said mannor; nevertheless upon condition non payment of, &c. at or in &c. as by the same surrender more at large appeareth; if therefore the said F A his heirs and assigns, and every of them shall or may from time to time, and at all times for ever, from and after default made in payment of the said summe of, &c. at the day and place appointed for payment thereof, as aforesaid, lawfully, peaceably and quietly have, hold, occupy, possesse and enjoy the same messuage or tenement, lands, and all and singular other the premisses, in and by the said surrender mentioned and expressed, clearly and absolutely acquitted, and discharged, or otherwise by the said T I and his heirs, sufficiently saved and kept harmlesse, of and from the joynture, power and thirds of K. now wife of the said T I to be claimed or challenged, of or in the said premisses or any part thereof, and of and from all and all manner of former and other bar

gains, contracts, surrenders, and other charges, titles troubles and incombrances whatsoever, by the said T his heirs and assigns, in any wise heretofore had, made, committed, suffered or done, or to be had made, committed, suffered, or done, the rents and services to the chief Lord or Lords of the fee thereof, and from thenceforth growing due therefore, onely excepted and fore-prized, that then, &c.

A Condition that whereas one hath an annuity issuing out of the mannor of &c. which said annuity he hath released, &c. for payment of, &c.

THe Condition, &c. that whereas the within bound I B hath and holdeth for the term of his natural life, of the grant of the within named R L one annuity or yearly rent of, &c. by the year issuing and going out of the mannor of, &c. and out of certain other lands, tenements and hereditaments, in the Countrey of, &c. as by the same grant thereof made more at large it doth and may appear, which said annuity or yearly rent of, &c. the said I B by his deed indented, bearing date the day of the date of these presents, hath bargained, sold and released unto the said R L upon and under a certain condition in the same deed indented, expressed, as by the same also it doth and may appear; if therefore the said I B hath not at any time before the enfealing and delivery of the said deed indented, bargained, sold, given, granted, assigned or set over, or by any other means incumbered the said annuity or yearly rent of 100 l. or any parcel thereof, that then, &c.

A Condition whereas the Obligee hath owing by one a sum of money, which is to be paid to a Creditor of the Obligor, who is bound to repay within ten dayes after notice of the Receipt.

THe Condition, &c. that whereas the within named I F hath remaining in the hands and custody of G &c. the summe of, which summe of, &c. the said I F is contented at the request and desire of the within bound I &c. shall be paid and delivered by the said G &c. unto one L &c. if therefore the said, &c. his executors, administrators or assignes, do well and truly pay or cause to be paid unto the said I F &c. his executors, administrators or assignes, at or in, &c. the said summe of, &c. within ten dayes next after, the said I F his executors, administrators or assignes, shall give sufficient notice or testimony unto the said, &c. his executors, administrators or assignes from the said I testifying that he the said L hath received the said summe of, &c. of the said, &c. as aforesaid, without fraud or coven, that then, &c.

A Condition where a Bond is assigned, and that if the Obligees in the assigned Bond do not pay, then the Obligee in this is bound to pay, &c.

THe Condition, &c. that whereas the within bound A B hath by his deed in writing, bearing date, &c. assigned over unto the within named C D one obligation bearing date the, &c. wherein E F and G H stand bound unto the said A B in the summe of, &c. with condition of payment of, &c. on the, &c. at, &c. as by the same deed of assignment and ob-

obligation may appear, if in case the said E F and G H their executors, administrators or assigns do not pay unto the said C D his executors or assigns, the said sum of, &c. on or before the, &c. with such considerations as shall be therefore due; if then the said A B his executors, administrators or assigns, do well and truly pay or cause to be paid unto the said C D his executors, administrators or assigns, on the, &c. at or in, &c. the said sum, of, &c. with consideration for the same after the rate of 8. l. per cent. to be accounted from the day of the date within written untill such time as the same shall be fully payed, that then, &c.

A Condition upon an Attachement.

THE Condition, &c. That whereas the above named Sir R L Knight, is to pay unto Sir M R of, &c. the summe of 150. l. of, &c. upon Bond, bearing date on or about the, &c. last past, before the day of the date above written: and whereas the day of the date above written, the above bound W S hath attached the said summe of, &c. in the hands of the said Sir R L. If therefore the said W L his executors, administrators and assigns, and every of them do and shall at all times hereafter, and from time to time, well and sufficiently save, defend, keep harmlesse and indemnified the said Sir R L his heirs, executors, administrators and assigns, and every of them, as well against the said Sir M R his executors, administrators and assigns, as against all and every other person and persons, for or concerning the said Obligation, or any summe or summes of money therein contained, and of and from all and all manner of actions, arrests, suits, costs, losses, charges, forfeitures, payments and detriments whatsoever, which

which shall or may be commenced or happen, against the said Sir R L his goods or chattels, for or by reason of the non-payment of the said sum of &c. unto the said Sir M R his executors, administrators or assigns, on the said, &c. in regard the same is attached by the said W S as aforesaid, that then, &c.

A Condition to pay Rent quarterly for certain Rooms, &c.

THe Condition, &c. that if I A of, &c. the within bound I P and T A or any of them, their or any of their executors, administrators or assigns, do well and truly pay or cause to be paid unto the within named G P his executors, administrators or assigns, the yearly sum of, &c. for those Rooms, parcel of the capital messuage, situate, &c. wherein the said I A now inhabiteth, for and during the full term of, &c. to be accounted from the, &c. last past, before the date within written, at the four most usual Feasts or Terms in the year, that is to say, at the Feast of, &c. or within ten dayes next ensuing every of the said Feasts, by even and equal portions, at or in, &c. the first payment to begin and to be made at the Feast-day of, &c. next ensuing the date within written, or within ten dayes next ensuing the same Feast, that then, &c.

A Condition to surrender Land to certain uses

THe Condition, &c. that if the above bound M. W. S. W. and I W and every of them and their heirs, do and shall at the next Court to be holden for the mannor of W in the County of, &c. which shall be after request made by the above named A L her heirs or assigns, the said request being

ing made eight dayes before any such Court be holden, surrender into the hands of the Lord of the said mannor, to th' only use and behoof of the said A. L. her heirs and assigns for ever, according to the custome of the said mannor, all that little Close of land with the appurtenances, lying and being in a place called G. in the said County of B. being Copy-hold land of the said mannor, the same premisses being at the time of the said surrender to be made freely and clearly acquitted and discharged, of and from all former surrenders, grants and incumbrances whatsoever, that then, &c.

A Condition that the Sheriff executing a Writ, may detein out of the goods and lands extended, so much money, &c.

THE Condition, &c. that whereas the within bound R W the day of the date hereof, hath delivered to the hands of the within named G M and W. M. the writ of execution, for levying and extending the goods, chattels and moyry of the lands, tenements and hereditaments, of one Sir W M of, &c. to and for the use of the said R W whereby the same R may be satisfied of the summe of 200 l. mentioned in the said Writ, if in case the said G M and W. M. or either of them, do lawfully execute, or cause to be lawfully executed, the said Writ, according to the nature, meaning and purport thereof, by the impa-nelling of twelve lawfull and indifferent men to be sworne of the Contents of the said Writ, if then the said R W his executors and administrators, do quietly permit and suffer the said Sheriff or under Sheriff to have, take, receive and detein, to his and their own proper use and behoof, out of such moneys, goods or chattels, as shall be had, levied or received by

by virtue of the said Writ, or the execution thereof, as much in lawful money of *England*, or other benefit as they or the said Sheriff or under-Sheriff, or one of them shall think reasonable or sufficient for their satisfaction, of and for such travel, p^{er}sons or charges as they shall bear, in and about the execution of the said Writ and extent thereupon to be had or made, otherwise within, &c. next after the said Writ shall be executed, and return thereof made accordingly, do pay or cause to be paid unto the said Sheriff or under-Sheriff, or their Deputy or Deputies so much lawful money of *England*, as they shall for the causes aforesaid reasonably demand, that then, &c.

A Condition to save harmless from a Bond of Arbitrament.

THe Condition, &c. that if the above bound **A D** his executors and administrators, or any of them do and shall from time to time, and at all times hereafter, well and sufficiently save and keep harmlesse and indemnified the above named **G M** his heirs, executors and administrators, and his and their lands, tenements, goods, chattels and hereditaments, of, for, from and concerning one obligation, bearing date the day of the date above written, wherein the said **G M** at the request of the said **A D** is and standeth bound unto **R M Gent.** in the summe of 100. l. with condition there under-written, that the said **A D** abide the award of **W N** and **T B Esquires**, Arbitrators, and of and from all actions, suits, arrests, costs, charges and demands whatsoever, concerning the premises without fraud or coveny, that then, &c.

A Condition where Purchase money is to be paid at two payments, if default be made in the first, the whole with allowance to be paid at the second.

THe Condition, &c. that whereas in and by one pair of Indentures, bearing date the day of the date within written, made between the within named *A L* of the one party, and the within bound *I I* of the other party, the said *I I* is to pay to the said *A L* the summe of 100. l. of, &c. on the, &c. at or in, &c. being the first payment of the summe of, &c. which the said *I I* is to pay unto the said *A L* for the Purchase of the Keepership, Herbage and Pannage of *B Park* of &c. in the County of, &c. as by the said Indenture may more at large appear: and if it shall happen the said *I I* his executors, administrators and assigns, to make default in payment of the said summe of 100 l. unto the said *A L* his executors, administrators or assigns, on the said, &c. next coming, contrary to the tenor of the same Indenture, then if the said *I I* his executors, administrators or assigns, do well and truly pay, or cause to be paid unto the said *A L* his executors, administrators or assigns, the full summe of, &c. on the, &c. at or in, &c. without fraud or covin, that then, &c.

A Condition where money is lent upon a Bond, and a Letter of Attourney to receive the money due upon the Bond, the Obligor in this Bond is to pay, &c.

THe Condition, &c. That whereas *A B* of, &c. and *C D* of, &c. by their obligation, bearing date the, &c. in the, &c. are and stand joyntly and severally

rally bound unto B F &c. in the summe of, &c. for payment of, &c. on the, &c. at, &c. as by the said obligation and condition thereupon made more at large appeareth. And whereas I F by his Letter of Attorney, bearing date the, &c. in the, &c. did make ordain and constitute the within bound P U his law-ful Attorney, irrevocable to ask, levy, recover and receive to his own proper use and behoof, of the said A B and C D or either of them, the said summe of, &c. on the, &c. according to the tenor of the said Obligation, as by the said Letter of Attorney more at large likewise appeareth. upon which said Obligation and Letter of Attorney the within named H B hath lent unto the said P U the full summe of, &c. and hath assigned the said condition over unto the said H B with the said Letter of Attorney so made unto the said P U by the said B F as aforesaid; if in case therefore the said summe of, &c. be not well and truly paid to the said H B his executors or assigns, at or upon the said, &c. next ensuing the date hereof, by the said A B and C D or one of them, according to the true intent and meaning of the said recited obligation and condition hereof, to the proper use and behoof of the said H B then if the said P U and the within bound M C or either of them, or the heirs, executors or assigns of them, or either of them, do and shall well and truly repay or cause to be repaid unto the said H B his executors or assigns, the summe of, &c. on the, &c. at or in, &c. in lieu of the said, &c. so to be paid as aforesaid by the said A B and C D rat then, &c.

*A Condition that the Obligor shall pay, &c. within
three months next after default of payment
made by another.*

THe Condition, &c. that whereas Sir F C of,
&c. Knight, by his obligation, bearing date the
day of the date above written, is and standeth bound
unto the above named R N in the summe of, &c.
for the true payment of, &c. on the, &c. next ensuing
the date above written, at or in, &c. as by the same
obligation may appear; and forasmuch as the said
R N hath credited the said F C for the said summe
of, &c. at the request of the above bound A M and
upon his the said A M's promise, and under-
taking to pay unto the said R N his executors,
administrators or assignes, the said summe of, &c.
within three moneths next after the day of, &c. with
consideration for the forbearance thereof, after the
rate of 8. l. per cent. (in case the said Sir F C his
executors, administrators or assignes, do not pay the
said, &c. on the said, &c. next coming) if therefore
the said E C his executors, administrators or as-
signes, do not well and truly pay or cause to be paid
unto the said R N. his executors administrators or
assignes, the said summe of, &c. on the said, &c. next
following, and at the place of payment aforesaid, then
if the said A M his executors, administrators or as-
signes, do not well and truly pay or cause to be paid
unto the said R N his executors, administrators or as-
signes the said summe of, &c. on the said, &c. then next
ensuing, and at the place and payment aforesaid, he
the said R N his executors, administrators or as-
signes upon the payment or receipt thereof, deli-
vering up unto the said A M. his executors, admini-
strators, or assignes the said obligation, wherein
the

the said F.B. standeth bound unto him, as aforesaid that then, &c.

A Condition that if the Obligee do not receive the sum of, &c. of the, &c. according to a Letter of Attorney, then the obligator to pay the said sum in the, &c. next after.

THe Condition, &c. that whereas the above bound T. P. hath by Deed or Letter of Attorney, bearing date the day of the date above written, authorized and appointed the above named G. M. to ask and receive, of and from the Commissioners appointed for the payment of moneys to souldiers, the full summe of 17. l. of, &c. as by the same Letter of Attorney may at large appear; if therefore the said G. M. his executors, administrators, or assigns, shall not receive the said sum of 17. l. from the said Commissioners, on or before the, &c. next ensuing the date within written, then if the said T. P. his executors, administrators or assigns, do well and truly pay or cause to be paid unto the said G. M. his executors, administrators or assigns, the said sum of 17. l. &c. on the, &c. next ensuing the date above written; at, &c. without fraud or coven, that then, &c.

A Condition where a Letter of Attorney is recited; be to whom it is made is bound not to prosecute any suit against the persons in the Letter of Attorney mentioned, on or before, &c.

THe Condition, &c. that whereas the above named H. H. by his Deed or Letter of Attorney bearing date the day of the date above written, hath authorized the above bound T. K. to be his true and lawful Attorney, to obtain, receive and
M take

take, of and from the said Sir I. W. Knight, and T. M. Esquire, their heirs, executors, administrators or assigns, all that summe of 200 l. due by obligation, and a Judgement of 260 l. thereupon recovered in the Court of the Upper Bench at *Westminster*, in which obligation the said T. M. T. S. and the said I. S. stand bound to T. H. widow lately deceased, in the summe of 200 l. as by the same deed or letter of Attorney, amongst divers clauses and things therein contained, may more at large appear, it therefore the said T. K. his executors, administrators or assigns, or any of them, do not or shall not, from henceforth at any time or times hereafter, before the 12. day of *December* next ensuing the date above written, prosecute or sue forth, or cause to be prosecuted or sued forth, any writ or writs or other proccesse or proceedings whatsoever, against the said T. M. his executors, administrators or assigns, for, concerning, or by reason of the said recited obligation or Judgment, or either of them, nor do or assent unto any other act or acts, devise or devises whatsoever, whereby or by reason whereof the said T. M. his heirs, executors, administrators or assigns, or his or their lands, tenements, goods or chattels, may in any wise be prejudiced, troubled, or vexed, except it be by and with the assent, consent and agreement of the said H. H. his executors, administrators or assigns in that behalf first had and obtained in writing under his hand and seal, that then, &c.

A Condition for payment of money within ten dayes next after delivery of assurance of Land.

THe Condition, &c. that if the within bound K. T. his heirs, executors, administrators or assigns

signs or any of them, do pay or cause to be paid ; unto the within named H. E. the full summe of 100. l. within ten days next after that he the said H. E. or his heirs, shall make and deliver, or cause to be made and delivered unto the said I. T. or his heirs, a good, perfect and lawfull assurance in the Law , in Fee simple, of and in certain Lands, Tenements and Hereditaments lying and being in D. or elsewhere in the County of S. amounting in the whole to the yearly value of 40. l. according to the tenor and plain meaning of certain Articles indented , bearing date the day of the date of these presents , made between the said H. E. of the one party, and the said I. T. of the other party, that then, &c.

A Condition to procure one to seal the Counterpart of an Indenture.

THe Condition, &c. that if I. I. Son of the above bound R. I. do and shall , when he shall accomplish the full age of twenty one years, upon request to him made, signe , and deliver , as his act and deed , unto the use of the within named G. C. and H. C. the Counterpart of one Indenture bearing date, &c. made between , &c. and the said Counterpart being so sealed and signed as aforesaid , shall deliver or cause to be delivered , unto the said G. C. his, &c. life, whole, uncanceled and undefaced, that then, &c.

A Condition to permit the obligee to receive Rents and Tythes to his own use.

THe Condition, &c. that if the within named N. B. his executors, administrators or assigns , shall and may at all times hereafter , and from time

to time; ask, collect, gather, perceive, receive, take, keep and enjoy to his and their own onely use and behoof, all and all manner of rents, issues, cythes, fruits, obligations, obventions, offerings, profits, commodities and advantages whatsoever they be, and of what quality, nature, kind or condition the same be, now belonging or appertaining, and now being due, or which hereafter shall belong, appertain, grow or become due, to W.A. Clark, as parson of the parish Church of, &c. out of or belonging to the Parsonage of, &c. or any parcel thereof, of all and every person or persons whatsoever, for and during so long time as the said W.A. shall be, or of right ought to be parson of the parsonage aforesaid, and also all and singular arrears of the premises, without let, interruption or disturbance of the within holden, R. his executors, administrators or assigns, or of any other person or persons, claiming by, of or from the said R. or by his assent, means or procurement, and also, if neither the said R. at any time heretofore hath released, nor that he, his executors nor administrators, at any time hereafter shall release acquit or discharge the said W.A. his executors or administrators, of or concerning any bond, covenant, authority, contract or agreement, heretofore had or made by the said W.A. to the said N and R touching or concerning the premises, or any of them, nor do any act or acts, whereby or by reason whereof, the same obligations, bonds, writings, covenants, authority, contract or agreement, or any of them, shall in any wise be made frustrate or void; and also if the said R. do permit and suffer the said N to have, take and enjoy to his and their own use, the whole profit, benefit, advantage and commodity, which shall or may arise or grow, for, upon or by reason of the said obligations, bonds, writings, covenants,

nants, authority, contract or agreement or any of them, that then, &c.

A Condition to assure the moiety of such lands, as shall be recovered at Law.

THe Condition, &c. that whereas the within bound T H pretended title to certain lands, tenements and hereditaments, situate, lying and being in H S. M B and A or in any of them, in the County of G which late were of the inheritance of I H deceased, and from him the said T H by I B. and others unjustly withholden, for a recovery whereof the within named H C hath promised to do as much as in him shall lawfully lye and be, and to be and remain, for and on the behalf of the said T H &c. if therefore the said T H and his heirs, do within, &c. next after the obtaining and recovery of the said lands, tenements and hereditaments, or any parcel thereof, and he the said T or his assigns, shall or may be in quiet possession thereof, and upon the requests and at the costs, and charges in the law of the said H C his heirs or assigns, make or cause to be made to the said H C his heirs or assigns, to the onely use and behoof of the same H his heirs and assigns, good, lawful, and sufficient conveyance and assurance in the law in fee simple of and in the moiety and one half of the said lands, or of so much thereof, as from time to time shall happen to be obtained or recovered, and of and in the arrerages of the same moiety, and one half of the premises, in such manner and form, as by the Council learned in the Law, of the said H C his heirs or assigns shall be reasonably advised or devised, clearly discharged of all and all manner of bargains, sales, charges and incommbrances whatsoever, had, made, committed

or done, to be had, made, committed or done, by the said T. or by any other, by his assent, meanes, interest, title or procurement, that then, &c.

A Condition to save one harmlesse from all debts that may be duly demanded as executor of, &c. and also that one shall seal a Release, when she comes to the age of &c.

THe Condition, &c. that if the above bound E. T. and W. T. their executors, administrators or assigns, or any of them, do and shall at any time hereafter, and from time to time, clearly acquit, exonerate and discharge, or otherwise well and sufficiently save and keep harmlesse and indemnified the above named I. E. his heirs, executors and administrators, and his and their goods, chattels, lands, tenements, and hereditaments, and every of them, of and from all debts, duties, bills, bonds, specialties and demands whatsoever, which at any time and times hereafter, shall and may be duly and lawfully demanded or recovered, of or from the said I. B. his heirs, executors and administrators, by any person or persons whatsoever, for or by reason of any reckoning, duty, specialty, debt, or demand whatsoever, due owing or payable by the above named R. T. deceased to any person or persons whatsoever, and also of and from all costs, charges, suits, arrests, judgments, executions and demands whatsoever, which shall or may happen, come, grow to be unto or against the said I. B. his executors, administrators, or any of them, for, upon or by reason thereof; and also if A. T. daughter of the said E. T. and such persons as she shall intermarry withall, within one moneth next after she the said A. shall be lawfully married or shall accomplish her full age of twenty

one years, which shall first or next happen, do and shall make, seal and deliver, as his, her, or their act and deed, a good, sufficient and lawful acquittance; discharge and release, under his, her, or their hands and seals, unto the said I. B. his executors and administrators, of, for or concerning all summe and summes of money, gifts, legacies, bequeaths, and demands, whatsoever, given, and bequeathed unto the said A. in and by the last Will and Testament of the said R. T. the same release, to be made in such manner and form as by the said I. B. his executors or administrators, or his or their Councill shall be reasonably devised or required, that then, &c.

A Condition for payment of all such moneys as one late deceased did owe to any person or persons whatsoever.

THe Condition, &c. that if the above bound B. R. his executors, administrators or assigns, do and shall from time to time, and at all times hereafter well and truly pay or cause to be paid unto all and every person and persons, whatsoever, all and every such debts, duties, reckonings, sum and summes of money, and demands whatsoever, as shall be justly and truly due and owing unto them or any of them by R. P. Esquire deceased, so as the said debts due by the said R. P. and to be paid by the said B. R. do not extend to more then the summe of 742. l. of, &c. which the said S. B. and F. P. have the day of the date hereof paid and delivered to the said B. R. according to an Order of the eighth day of this instant July. made in the high Court of Chancery, and do and shall also from time to time, and at all times hereafter well and sufficiently save and keep harmlesse and indemnified the said Sir B. B. and F. B. and either of

them, their and either of their Heirs, Executors, and administrators, and his, their and every of their goods, chattels, lands, tenements and hereditaments, and every of them, against all and every person and persons whatsoever, of, for, touching and concerning all, every or any the debts, duties and demands whatsoever, due or payable by the said R. P. to any person or persons aforesaid, without fraud or coven, that, &c.

A Condition from a Goaler to an under Sheriff for saving harmles.

THE Condition, &c. that if the above bounden A B Deputy Goaler, to T T servant to, &c. do from time to time receive and take into his ward and custody, within the Goal at the Castle of Lancaster, in the County of Lancaster aforesaid, all such person and persons, prisoner and prisoners, which shall fortune to be committed or sent to the said Goal, or committed to the ward and custody of the said Goaler, by the said Sheriff or his Deputy, or by any Justice or Justices of Peace, or by any other having lawful authority to commit persons or prisoners to the said Goal, and the same person or prisoners so committed as aforesaid, do well and truly duly and sufficiently by his own proper person, or by his sufficient Deputy or Deputies, so keep, that the said Sheriff, his heirs and executors, all the lands, tenements, goods and chattels of the said Sheriff, be saved harmlesse from all losses, penalties, amerciaments and damages whatsoever, as well against the Common-wealth of England, as also against all other person and persons, of, for and concerning the custody, and keeping of the said Goal and prisoners within the said Castle, of Lancaster, or elsewhere in the said

said County of, &c. and likewise do discharge, save and keep harmlesse the said Sheriff, his heirs and executors, and all those his lands, tenements, goods and chattels, from time to time, and at all times hereafter, of and from all and every escape and escapes, as well of convict persons, reprieves and felons, and of all other persons now committed, for any contempts, condemnations, trespasses, or misdemeanors, which may happen, or chance hereafter to be committed to the said Goal, for any the causes aforesaid, during the time the said A B shall be Deputy or Goaler to the said T T and the said T T continue Sheriff and likewise that if the said A B or any other by his consent, privity or appointments in any wise, let to bail or mainprize, any prisoner or prisoners to him committed as aforesaid, notailable by the laws of the Realm, without the special commandment or appointment of the said Sheriff, and if the said A B or his sufficient Deputy, be ready to give his attendance upon the said Sheriff and his Deputy, at all times necessary and convenient, and all and every lawful thing and things, that he shall be required to do by the said Sheriff or his Deputy touching or concerning the, &c. affairs and businesse wherewith the said Sheriff is or shall be charged or employed in or about the keeping of the said Goal or Prison, that then, &c.

A Condition for the peaceable and quiet receiving of Rent reserved in a Demise.

THE Condition, &c. that whereas the within named T B and K B by their deed indented, dated the, &c. have demised, granted, set and to farm let, unto, &c. one messuage or tenement, &c. withhall, &c. in the County of, &c. for the term of

of, &c. from thence next ensuing, and fully to be complet and ended, for the yearly rent and summ of, &c. of lawful money of *England*, payable as by the same deed indented, amongst divers other covenants grants, articles and agreements therein contained, more plainly appear, if therefore the within named B.K. his executors, administrators and assigns, shall and may peaceably and quietly have, receive, perceive, take, hold and enjoy the said yearly rent or summe of, &c. and other the premises before in these presents recited, to his and their own onely use and behoof, during the natural life of the said K. without any lawfuller, sure, trouble, denial, eviction or disturbance of the said K. or of any other person or persons, by her means, assent, consent, right or procurement, that then, &c.

A Release of Recognizance assigned to one.

TO al Christian people &c. P. U. of *London* Merchant, stranger, sendeth greeting in our Lord God everlastig, that whereas the right Honorable W. Earl of *Derby*, Lord *Stanley*, Lord of *Man* and the *Isles*, T. Ireland of *Graves* Inne in the County of *Middlesex* Esq; H. C. of *Knowsley* in the County of *Lancaster* Gent. and H. Adys of *Button* in the County of *Dorset* Gent. by other writing of recognizance or statute-staple, bearing date the sixth day of *July*, &c. taken and acknowledged before Sir L.P. Knight, Lord chief Justice of *England*, stand bound to *Peter H.* Citizen and Alderman of *London* in 3200. l. of, &c. payable as in and by the same writing of recognizance or statute more at large doth appear; and whereas the said *Peter H.* by his sufficient deed of assignment in writing, bearing date the five and twentieth day of, &c. in the, &c. did for

for divers and certain considerations him thereunto especially moving, grant, assign and set over unto me the said P. Vanloor, as well the said recognizance or statute, and the said debt of 3200 l. and all his said right, title and interest, which he the said Peter Houghton then had, or ought to have had in and to the same, To have and to hold the said recognizance or statute and the said debt of 3200 l. aforesaid, and all his said right, title and interest in and to the same, unto me the said P.V. my executors and assigns, as our own proper goods and chattels for ever, as by the said assignment amongst other covenants and clauses therein contained more fully and at large it doth and may appear. Now know ye that I the said P. V. for divers good causes and considerations me hereunto especially moving, have remised, released and quit-claimed, and by these presents for me, my executors, administrators and assigns, and every of us, do remise, release, and for ever quit-claim unto the said Henry Adys, his heirs, executors, administrators and assigns, and every of them, the recognizance or statute aforesaid, and the penalty and forfeiture thereof, and also all and all manner of actions, arrests, extents, judgements, executions, condemnations, Liberates, seizures, debts and demands whatsoever, which I the said P.V. or the said P. H. or either of us now have, shall may, might, or ought to have against the said H. Adys, his heirs, executors, administrators, and assigns, or any of them, or his, their or any of their lands, tenements, goods, or chattels, for or by reason of the said recognizance or statute, or of the penalty or forfeiture thereof in any wise: so that neither I the said P.V. nor the said P.H. our executors, administrators or assigns, nor any of us, any action, arrest, extent, judgement, execution, condemnation, Liberate, seizure, debt or demand

demand, upon the said recognizance or statute, shall or may from henceforth commence, prosecute or pursue against the said H. *Adys*, his heirs, executors, administrators or assigns, or any of their Lands, tenements, goods or chattels, but shall be thereof utterly debarred and excluded for ever by these presents. In witness, &c.

A Letter of Attourney to take Possession, and to deliver a Lease upon the ground.

BE it known unto all men by these presents, that I. W. D. of, &c. have made, ordained, constituted and authorized, and in my place and stead by these presents, have put my well beloved friend I. D. of, &c. my true sufficient and lawfull Attourney, for me and in my name, and to the use and behoof of me the said W. D. my heirs and assigns, to enter into all the Mannor of, &c. with all and singular the appurtenances, situate and being in K. in the County of S. and now or late in the tenure or occupation of I. A. or of his assigns, and peaceable and quiet possession and seizen thereof, for me and in my name to take, and as my deed deliver unto one E. B. upon the premises or some part thereof, one Indenture bearing date with these presents, made by me the said W. D. to the said E. B. mentioning a demise of the premises, for term of, &c. from the Feast of, &c. last past, then next ensuing, and fully to be compleat and ended, under the yearly rent of, &c. unto which said Indenture I have subscribed my name with my own hand, and sealed with my seal, and delivered the same as my Escrowe unto the said I. D. to be delivered as my deed upon the premises or some part thereof, after an entry made by him the said I. D. into the premises or some part

part thereof, in the name of the whole, and all and every other thing requisite and necessary to be done, in or concerning the premises, for me and in my name, to do as fully and effectually, and in as large and ample manner and form to all intents and purposes, as I my self might or ought to do, if I were then and there personally present. And I shall and will ratifie, allow and confirm all, and whatsoever my said Atturney shall do or cause to be done, in or about the premises, by these presents. In witnesse, &c.

A Letter of Atturney to take possession of the Lands, and the same Lands to demise, survey or sell, and to receive,
&c.

TO all, &c. R. E. of &c. C. M. of &c. and H. L. of, &c. send greeting, Know ye, that we the said R. E. G. M. and H. L. for divers good causes and considerations in that behalf moving, have made, ordained, constituted, and in our stead and place by these presents have put and authorized our servants R. N. and H. B. Gent. and either of them, our true sufficient and lawfull Atturneys, for us and in our names, and to the use and behoof of us the said R. E. &c. to enter into all these the Mannors of, &c. with their rights, Members and appurtenances in the County of, &c. and into the advowsons of or belonging to the same, or any of them, and into every part and parcel thereof, and the said Mannors, and every or any of them, for us and in our names to survey, and we do by these presents give full power and authority to the said R. N. and H. B. and either of them, to be our steward or stewards of the said Mannors, and every of them, and to keep such Court and Courts of Survey, and other Court-leets
 and

and law days of and upon the same Mannors or any of them, as to our said Attorney or either of them, or such other as they or either of them shall appoint, shall be thought fitting, and the same Mannors and every or any of them, for us, and in our names, to bargain, sell, lease or grant to such person and persons, and for such estate for life, inheritance or otherwise, and for such sum and sums of money, as our said Attorneys and either of them, shall be thought fit and requisite, to the uttermost and best commodity and profit of us the said R. E. G. M. and H. L. and the deed and deeds of the same grants and estates, so to be made for us and in our names, to seal, and as our deeds to deliver unto the parties to whom the same shall be so made, or to any other to their use or uses, and the Counterparts of the same, for us and in our name, to accept and receive, and also all such fines, and other summe and summes of money, as shall grow due for the same, for us and in our names, and to the use of the said R. E. G. M. and H. L. to accept, receive and take, and upon the receipt thereof, any acquittances or discharges for us and in our names, to make, seal and deliver, and also for us and in our names, and to the use of us the said R. E. G. M. and H. L. to collect, gather, receive and take all such rents, duties, heriots, arrerages of rents and profits of Courts as are already or shall be due or payable, for, out, of or concerning the premises or any of them, giving and granting unto our said Attorneys and to either of them, our full power or lawfull authority in, touching and concerning the premises, to do, execute, proceed and finish in all things, in as large and ample manner and form, as we the said R. E. W. M. and H. L. or any of us, might or ought to do, if we or any of us were then present, and ratifying and al-

allowing whatsoever our said Attorneys or either of them shall do in the premises, or any of them, according to the intent of these presents. In witness, &c.

A Letter of Attorney of a bond, for performance of Covenants of an Indenture of Lease.

TO all &c. I. I. K. of, send greeting, Whereas L. B. of, &c. M. A. of, &c. by their obligation bearing date the, &c. are and stand bound unto me the said I. K. in the sum of, &c. with condition thereupon entered, for the true performance of the covenants rents and payments, mentioned and contained in and by one pair of Indentures of Lease bearing date the day of the date of the said obligation, made between the said I. K. of the one part, and the said L. B. of the other part, as by the same obligation and condition may appear. Now know ye, that I the said I. K. for divers good causes and considerations, me hereunto especially moving, have given, granted, assigned and let over, and by these presents do give, grant, assign and let over unto I. C. of, &c. his executors, administrators and assigns, as well the said recited obligation and sums of money therein contained, as all my right, action and demand in and to the same, giving and by these presents granting unto the said I. C. his executors, administrators and assigns, full power and authority from time to time, and at all and every time and times hereafter, from and after breach made, and non-performance of the covenants, grants, articles, payments or agreements, which on the part and behalf of the said L. B. are or ought to be observed, performed, fulfilled, paid and kept, mentioned and contained in and by the said Indenture of Lease.

for

for me and, in my name, neverthelesse to the onely use and behoof of the said I. C. his executors, administrators and assignes, to sue, arrest, implead and imprison, and at his and their will and pleasure, out of prison again to deliver and release the said L. B. and M. A. and either of them, their and either of their executors, administrators and assignes, for the breach or non-performance of any the Covenants, and all and every summe and summes of money recovered upon or by reason of the said recited obligation, to detain and keep to the onely proper use and behoof of the said I. C. his executors, administrators and assignes, without any accompt therefore to be rendred, or for any part thereof, and I. &c. shall and will ratifie, allow and maintain all and whatsoever the said I. C. his executors or assignes shall do or cause to be done in or about the premises; and I the said I. K. for me my executors and administrators, do covenant, promise and grant to and with the said I C his executors, administrators or assignes by these presents, that neither I the said I K my executors or administrators, have released the said obligation, or any summe of money therein conteined, nor shall or will acquit, release or otherwise discharge the same, or any the Obligors therein mentioned, their executors, administrators, or either of them, without the special licence, consent and agreement of the said I C his executors or assignes, in that behalf first had and obtained. In witness, &c.

*A Letter of Attourney to receive Rent when it
shall grow due.*

BE it known unto all men by these presents, that I T B of, &c. for divers good causes and
confi-

considerations me moving, have made constituted and appointed, and by these presents do make, ordain, constitute and appoint R.R. of, &c. my true, sufficient and lawfull Attorney and assign, for me and in my name, neverthelesse to the only use and behoof of the said R. R. to demand, collect and receive of W.R. A.H. and I.D. all that summe of, &c. and of W. T. all that summe of, &c. which said summe of &c. will be due and payable unto me the said T. B. for one half years rent at, &c. next ensuing the date of these presents, for lands by them holden of me, lying and being in M. aforesaid, giving, and by these presents granting unto my said Attorney, full power and authority, for me and in my name to take and receive the said summs of &c. due to me, as aforesaid, and the same so had and received, to detain and keep to his own proper use, without any accompt therefore to be rendred unto the said T. B. my heirs or assignes; and also upon the receipt thereof, to deliver unto them an acquittance in my name, testifying the receipt thereof; and I shall and will ratifie, allow and confirme all, and whatsoever my said Attorney shall do or cause to be done, in or about the premises, by these presents. In Witnesse whereof, &c.

*A Letter of Attorney to take possession of a Messuage, &c
from the Sheriff taken upon an Extent.*

TO all, &c. I, Sir T. B. of, &c. send greeting.
Know ye that I the said T. B. have made, ordained, constituted, authorized and appointed, and by these presents do make, ordain, constitute, authorize and appoint T.W. and H. D. of, &c. or either of them, my true and lawfull Attorneys or Attorney, joyntly or severally for me and in my name,

to take and receive of the now Sheriff of the County of Y. peaceable and quiet possession as well of and in one capital messuage, &c. as of and in, &c. all and singular which said lands and premises were lately belonging unto I. B. Gent. and which the said now Sheriff hath intended by vertue of a writ of Exigent, to him directed upon a statute of 200 l. acknowledged and entred into by the said L. B. unto me the said T. B. giving, and by these presents granting unto my said Attorneys, or either of them, full power and authority, for me and in my name, to do, execute, accomplish and finish all and whatsoever shall be needful and necessary to be done, in or about the presents by these presents. And I shall and will ratifie, allow and confirm all and whatsoever my said Attorneys, or either of them shall do or cause to be done, in or about the premises, by these presents. as if I my self were then and there personally present, In witnesse, &c.

A Letter of Attourney to receive a Legacy, and the same to pay in discharge of a Bond.

TO all, &c. I. R. F. of, &c. send greeting. Whereas R. B. and R. M. of, &c. together with me, &c. by one obligation, &c. (general words of the recital of the Bond) now know ye that I the said R. D. for the indemnity and saving harmlesse of the said R. B. and R. M. and either of them, their and either of their executors, and administrators, and assigns, of and from the payment of the said sum of, &c. unto the said T. G. his executors, administrators and assigns, on the said, &c. next coming, and at the place of payment aforesaid, have made, ordained, constituted, authorized and appointed, and by these presents do make, ordain, constitute, authorize and

and appoint, the said W. M. his executors, administrators, and assigns, my true and lawful Attorney for me and in my name or names of me, the said R. B. my executors, administrators and assigns, to demand, ask, levy, recover, and receive of M. B. of, &c. I. T. of, &c. and G. I. of, &c. or any of them, their or any of their executors, administrators or assigns, the full summe of, &c. parcel of such summe of money as is or shall be due and payable unto me, as a legacy given unto me, in and by the last Will and Testament of W. B. my Father, late of, &c. Esquire deceased, and upon the receipt of the said summe of, &c. to give and to deliver unto them the said, &c. or some or one of them, their executors or assigns, one acquittance bearing date the day of the date thereof, made, sealed and delivered by me to their use, testifying the receipt thereof, and the said summe of, &c. had and received, as aforesaid, thereout to satisfy and pay unto the said T. C. his executors, administrators, and assigns, the said summe of, &c. on the said, &c. in discharge of the the recited obligation, and the remainder of the same to detain and keep to the onely use and behoof of me the said R. B. my executors, administrators and assigns, and thereof be accountable, giving and by these presents granting unto the said R. M. his executors, administrators, and assigns, full power and lawfull authority, for me and in my name, stead and place to do or cause to be done, all and every such act and acts, thing and things, as he or they shall think meet or requisite to be done concerning the premises, by these presents, as if I my self were then and there personally present. And I shall and will ratifie, allow and maintain all and whatsoever the said R. M. his executors or assigns shall lawfully do or cause to be done in or

about the premises, by these presents. In witness
&c.

*A Letter of Attorney to make Leases of Lands, and to
make sale of woods and Goods, and to make a Grant
of a Stewardship during pleasure, &c.*

TO all, &c. E. M. of, &c. and wife of me the said
E. Daughter and heir of, &c. and sole Execu-
trix of the last Will and Testament of T. S. Es-
quire deceased, send greeting in our Lord God
everlasting. Know ye, that we the said E. and M.
for divers good and reasonable causes and considera-
tions us especially moving have given and granted,
and by these presents do give and grant unto our
very trusty and well-beloved friend I. T. of, &c. the
office of the Stewardship of all those our Mannors,
Lordships, Lands, Tenements and Hereditaments.
within the Counties of, &c. late the Lands and Te-
nements of the said T. S. and him the said I. T. Ste-
ward of the said Mannors, Lands and Tenements, do
by these presents nominate, appoint, make, create
and constitute, to have, exercise, use and hold,
the said office, with the appurtenances unto the said
I. T. for and during our will and pleasure; and we
do by these presents further give and grant unto the
said I. T. full power, liberty, license, and authority,
for us and in our names, not only to demise, grant,
let and to set out by Coppy or Court-Roll, according
to the customes of the said Mannors respectively to
such person or persons, in fee simple, fee-tail or
term of life, lives or years and for such fines, rents
and services, as to the said I. T. shall be thought
meet and convenient, all such copyhold and cu-
stomary lands of the said mannors, or any part
or parcel thereof, which now are demisable or
grantable

grantable, or lawfully may be demised, granted or let out, within the said Mannors, or any of them, but also to do, perform, execute, use and accomplish all and every other acts, things, demise or matter, which any Steward or Stewards of the premises, or any of them, at any time heretofore might or could do, or which we may or can in any wise licence or authorize the said I. D. or give commission or power unto him, to do, execute, perform or undergo. And furthermore we the said E. and M. for divers good considerations, and upon mature advice and deliberation, have given and granted, and by these presents do give and grant unto the said I. T. and our trusty servants, I. E. and C. B. or to two of them, whereof the said I. T. to be one, full power, liberty, licence and authority, for us and in our names by writing indented or otherwise, to demise, grant, let and to set out, for life, lives or years, all and singular the said lands, tenements and hereditaments, or any part and parcel thereof, to such person or persons, and for such summe and summes of money, and for such rents and services, and with and under such covenants, conditions, limitations, articles and agreements, in such manner, order, form and sort, as to the discretion of them the said I. T. I. E. and C. B. or two of them, whereof the said I. T. to be one, shall seem meet and convenient, and also to grant, bargain and sell the woods, trees and underwoods of the premises and every or any part and parcel thereof, and to grant, bargain and sell all such goods, chattels and substance, which we or either of us have, or ought by any means or title to have within the said Counties, to such person or persons, and for such summe and summes of money, and in such manner and form as to the said I. T. I. E. and C. B. or two of them,

whereof the said I. T. to be one shall be thought good and reasonable. And moreover we the said E. and M. have named, appointed, ordained and constituted the said I. T. &c. or two of them, whereof the said I. T. to be one, our true and lawfull Attorneys, to ask, demand, recover, leavy, receive and gather in our names and to our use, not only all such rents, and arrerages of rents, debts, duties and services, that by any means, degree or sort, are due and payable unto us, or either of us, or that we ought or should have of any person or persons within the said Counties, and in our names, or in the name of either of us, as the case shall require, to sue, arrest and implead such of the said persons as will not make payment of the said rents, services, debts, and duties, and of every of them, and to sue execution upon any condemnation in that behalf, and also in our and either of our names, to make, seal and deliver releases, acquittances, or other discharges, of or for the said rents, debts, duties, and services, in every or any of them, to any person or persons, in such manner, sort and form as to the said I. T. &c. or to two of them whereof, &c. shall be thought meet and convenient, and whatsoever the said I. T. shall do in, &c. for or touching the demising, granting or letting out of the said Copy hold or customary lands, as a Steward of the premises aforesaid, and whatsoever the said I. T. &c. or any two of them, whereof &c. to be one, shall do, use or cause to be done, in, for or touching any other thing or matter before mentioned, we do by these presents grant and promise, for us, our heirs, executors and administrators to establish, ratifie, confirme, stand to, allow, avow, as fully and as perfectly to all intents, constructions and purposes as though the same were done by us
our

our selves actually in our proper persons. In witnesse
&c.

*A warrant for an Attourney to confesse a Judg-
ment, in case satisfaction be not made by
a certain day.*

MAfter *Barnet*, Whereas I. E. F. Esquire toge-
ther with C. D. &c. am and stand bound by
obligation in the summe and penalty of, &c. condi-
tioned for payment of, &c. at a certain day long
since past, if in case I the said E. F. my, &c. do not
well and truly satisfie and pay, or cause to be paid
unto the said G. B. his, &c. all such summe or sums
of money as shall be due to him upon the said last
recited obligation, on or before the, &c. next en-
suing the date hereof, then the said E. F. do here-
by give warrant and authority, unto you the said R. B.
or any other of the Attorneys of the Court of the
upper Bench at *Westminster*, to appear for me in the
said Court of the upper Bench at *Westminster* unto
an action or sute there to be brought or commenced
against me the said E. F. by the said G. B. his, &c. up-
on the said obligation, and to acknowledge and con-
fesse a Judgment upon the same obligation in *Micha-*
elmas term next ensuing the date hereof: and this
shall be your sufficient Warrant for the same., In wit-
nesse, &c.

To T. S. and R. B. Attorneys in the Court of the Upper
 Bench at Westminster, joyntly and severally,
 and to any other Attorney of the
 said Court.

WHereas I A. B. of, &c. do stand bounden by
 obligation, bearing date the day of the date
 hereof, unto C. D. &c. in the sum of &c. conditioned
 for the payment of &c. on the, &c. next ensuing, &c.
 as by the same, &c. Now I do hereby authorize the
 said Attorneys or either of them, to appear for me,
 and to accept and take a Declaration on the said obli-
 gation, and to plead *non sum informatus* to the same.
 And I do agree, that if the said, &c. be not paid ac-
 cording to the tenor of the condition of the said, &c.
 then judgment is to be entred, then as now for the
 said, &c. and I do also hereby release unto the said
 C. D. all error and errors touching the said judgment
 and proceeding thereupon to be had. And I will not
 release or revoke the authority and power hereby gi-
 ven to my said Attorney. In witness, &c.

A Release of an Extent by an Administratrix.

Rceived by me Grace H. widow, administra-
 trix as well of the goods and chattels of William
 Blishe, Gent. as of E. T. Spinster deceased, the
 summe of, &c. of, &c. being the consideration mony
 which the said H. H. payeth to me for the vacuating
 and discharging of an Extent upon a statute of, &c.
 heretofore acknowledged and entred into by I. D.
 Gent. unto the said W. S. and also for the buying
 in and compounding of the said Extents, by virtue
 of colour of the said statute, and also for all my in-
 terest

interest and demand in the same statute and extent, of which said summe of, &c. I do hereby acknowledge the receipt, and by these presents do for me, my executors and administrators, remise, release, and for ever quit-claim unto the said I. D. the said statute and extent, or all manner of processe or proceeding whatsoever, occasioned by reason of the said extent. In witness, &c.

A Release of a Bond, it being lost.

TO all Christian people, &c. I. M. Longton of, &c. send greeting, &c. Whereas R. L. S. L. and T. W. by their obligation, bearing date (recite the Bond) as by the same obligation appeareth: and inasmuch as the said summe of &c. together with all such sum and suns of money as are due for the interest and forbearance, are and is well and truly satisfied and paid unto me the said M. L. in full discharge of the said recited obligation, which said obligation is lost and cannot be found, Now know all men by these presents, that I the said M. M. have remised, released, and quit-claimed, and do hereby for me, my executors and administrators, remise, release, and for ever quit-claim unto the said R. L. S. L. and T. W. and every of them, their and every of their executors, administrators, and assignes, and every of them, as well the recited obligation, and all such summes of money as are therein mentioned, to be due and payable unto me the said M. L. my executors, administrators or assignes, as also all and all manner of actions and sures, cause and causes of actions and sures, accompts, debts, reckonings, summe and summes of money, judgements, executions and demands whatsoever, which I the said M. L.

L. ever had, now have, or that I, my executors administrators or assigns, or any of us in time to come, can or may have, to, for or against the said R. L. S. L. and T. W. or any of them, their or any of their executors, administrators or assigns, for or by reason of the said recited obligation, or any other matter, cause or thing whatsoever, concerning the premises, from the beginning of the world untill the day of the date hereof. And I the said M. L. do for me my executors, administrators or assigns, covenant, promise and agree, to and with the said R. L. S. L. and T. W. and every of them severally, their and every of their several, &c. and to and with every of them by these presents, that if I the said M. L. my executors or assigns, or any of us at any time or times hereafter, do find, or can have or obtain the said recite, obligation, being lost as aforesaid, then I the said M. L. my executors, administrators or assigns, or some of us, shall and will within two moneths next after the said obligation shall be found as aforesaid, deliver and restore, or cause to be delivered and restored the said obligation unto the hands of them the said R. L. S. L. and T. W. or some or one of them, their. &c. or some of them. In witnesse, &c.

*A Release of all Legacies and demands given and
bequeathed by ones last will and
Testament.*

K Now all men by these presents, that I. E. T. of
&c. widow, have remised, released and quit-
claimed, and by these presents do for me, my execu-
tors and administrators remise, release, and for ever
quit-claim unto I. B. Gent. and H. H. Citizen, &c.
executors, &c. and either of them, their executors,
administrators, assigns, of and from all legacies, gifts,
be-

bequests, sum and summes of money and demands whatsoever, bequeathed and given unto me the said E. T. in and by the last Will and Testament of R. T. &c. deceased, and of and from all manner of actions and lutes, cause or causes, or actions and lutes, sum and sums of money, debts duties, reckonings, accomps and demands whatsoever, which I the said I. T. ever had, now have, or that I, my executors or administrators, can or may at any time or times hereafter, have, challenge or demand against the said I. B. and H. H. or either of them, their and either of their executors, administrators or assigns, for or by reason of any matter, cause or thing whatsoever, from the beginning of the world untill the day of the date hereof. In witnesse, &c.

To I. K. of, &c. one of the Attorneys, &c.

I A. B. do hereby desire you, and do give you full power, license and authority to appeare for me, and for, &c. in the said Court, as of this last M. term in an action of debt, for, &c. at the lute of &c. upon an obligation conditioned for the payment of, &c. in which said obligation I stand bound as principal, And this shall be your sufficient warrant in that behalf. In witnesse, &c.

A warrant to acknowledge satisfaction.

W Hereas there is one judgement depending in the Court of Common pleas at *Westminster*, of *Trinity* term in the, &c. against I. F. of, &c. Esq; for 500l. debt, besides the costs of lute for Sir H. H. Knight, as by the Records of the said Court more at large may appear. These are therefore to authorize and give full power to you and either of you

you , to acknowledge satisfaction upon the said judgement , and for your so doing this shall be your sufficient warrant irrevocable, Witnesse , &c.

To R. P. and R. S. or any other Attorney of the Court of Common-Pleas at *Westminster*.

*A Condition for the truth of a Merchants Apprentice ,
and that he shall give just accompts or demands ,
and pay what he shall fall short in.*

THe Condition, &c. that whereas the within named H. S. at the instance and request of the within bound Sir S. A. hath accepted and taken T. A. Son of the said S. A. to be the Apprentice of him the said H. S. for the term of, &c. to be commenced from the day of the date within written, as in and by the said Indenture, &c. If therefore the said T. A. his executors and administrators, do from time to time hereafter, upon every reasonable request in that behalf to him or them to be made by the said H. S. his Executors, administrators, servants, factors or assignes, or any of them, yield, make and deliver up just and true accompt and accompts, and duly discharge him and themselves unto the said H. S. his executors, administrators or assignes, of, for, from and concerning, all, &c. such wares, goods, moneys, merchandizes, specialties, bills of debt, and other things which shall be committed, or come to the hands, charge, possession or disposition of the said T. A. by reason or means of his said service, either in the parts beyond the seas, or on this side: And in case it shall happen or fortune that he the said T. A. at any time or times during the said term, to imbeazle,
steal,

steal, purloin, mispend, or unlawfully to detain, consume or make away any of the monies, wares, goods, merchandizes, commodities, specialties, bills of debt, and other things, which do or shall belong or appertain to the said H. S. or any his partner or partners, his or their or any of their executors or administrators, or to any other person or persons, wherewith he or they, or any of them, are or shall be in any wise charged or chargeable, if then and so often the said Sir H. S. his Heirs, Executors, administrators or assigns, or any of them, from time to time hereafter, alwayes within two months next after notice and knowledge in that behalf, in writing to him, them or any of them, to be made or given, by the said H. S. his executors, administrators or assigns, do well and truly make or cause to be made unto the said H. S. his executors, administrators or assigns, at or in, &c. sufficient recompence and satisfaction, in good and lawful, &c. for all such goods, wares, moneys, merchandizes, specialties, bills of debts, and other things, which upon any account or otherwise shall truly appear to be found to have been by the said T. A. so imbeazled, stolln, purloined, mispend, or unlawfully consumed, detained or lost, as aforesaid: And further if the said T. A. do not at any time or times hereafter during the said Term, unlawfully depart or absent himself out, of or from the service of the said H. S. his master, without his licence and consent in that behalf first had and obtained, nor to do at any time or times hereafter, merchandize or trade for himself, or undertake to do any businesse or businesses, in the trade or merchandizing, for any person or persons, nor accept or pay any bills of, or give bill or credit for any person or persons, unlesse it be by and with the like consent or licence of the said H. S. his executors, or
admini-

ministrators in that behalf first had and obtained in writing, that then, &c,

A Lease of a Warren of Conies.

THis Indenture made &c. between A. B of , &c. of the one party , and C. D. of, &c. of the other party witnesseth, that the said H. B. for, &c. hath demised , granted and to farm-letten, and by these presents doth, &c. unto the said C. D. his, &c. in the C. of K. and all the Conies in the said ground being , with the increase , gains , profit and advantage , from time to time , arising , coming , growing , and renewing of the said Conies in the said ground being , and to the same ground belonging , there to hunt , hey , ferrit and pitchners , or otherwise to use for the most benefit and advantage of the said A. B. and his assigns , that he can or may devise , in large , ample , and beneficial manner and form as the said A. B. or any other person and persons heretofore have , had , held , used , occupied or enjoyed the same , To have and to hold the said ground and game of Conies , in the same being , and to the same belonging , with all the gains , profits and advantages to the same belonging , and renewing as aforesaid , unto the said C. D. his executors and assigns , from the , &c. yielding , &c. A covenant on the tenants part to do reparations on the Warren-house , and on the fences , ditches , hedges , and mounds. And at the end , &c. to leave the Berry and Coney-clappers sufficiently covered with thorn , and also the same ground and Berry of Conies , sufficiently replenished and stored with Conies. Covenants for enjoying , &c.

A License to hawk, hunt and fish.

TO all Christian people , &c. I Dame O. S. &c. send greeting. Know ye , that I the said O. Lady S. for divers good causes and considerations me hereunto especially moving, have given and granted , and by these presents do give and grant unto Sir T. L. of , &c. Knight , and his assigns, full free and absolute power , liberty, license and authority to hawk , hunt , fish and fowl , from time to time , and at all times hereafter , at the will and pleasure of him the said Sir T. L. and his assigns, for and during the natural life of me the said O. Lady S. in, upon and within the Mannor or Lordship of M. Super S. in the said County , and in and upon all the lands and grounds thereof , and within the bounds and precincts , limits and circuits of the same , in as full , free , ample and beneficial manner and form , as I my self might or could do , in all and every respect or degree whatsoever or howsoever , and without any manner of let , denial or contradiction or interruption of me the said O. Lady S. or of any other person or persons whatsoever , in , by or through my act , means , consent , privity or concurrence. And I the said O. Lady S. do covenant, promise, grant, and agree , to and with the said Sir T. L. and his assigns by these presents , that it shall and may be lawfull , to and for the said Sir T. L. and his assigns , from time to time , and at all times hereafter during my natural life , as occasion shall be offered , to have and take as well all , and every the nets , and other engines and instruments of what kind soever , as also all the Dogs and Spaniels of whatsoever sort or kind , of all or any persons whatsoever , that shall at any time or times hereafter , hawk , hunt , fish ,

fish or fowl, within or upon the said Lordship or Mannor of M.^{super} S. or within or upon any part or parcel thereof, without the license or consent of the said Sir T. L. or his assigns, or some of them, thereunto first had and obtained, he the said Sir T. L. or his assigns, delivering or causing to be delivered unto the Bailiff or steward for the time being, of me the said O. Lady S. of the said Mannor or Lordship of M.^{super} S. the afore said nets, engines, instruments and dogs, so to be taken as afore said, to be used, bestowed and imployed, to and for the use and behoof of me the said O. Lady S. in such manner and form as I the said Lady S. or my assigns, shall think fit. In witness, &c.

A Lease of Cole mines.

THis Indenture made the, &c. between I L of, &c. and A. B. of, &c. witnesseth, that the said I. L. for and in consideration of &c. hath demised, granted, and to farm-letten, and by these presents doth, &c. unto the said A. B. all and all manner of mines, pits and veins of cole now open and known, or that may be found out by digging, sinking or otherwise howsoever, lying or being in certain lands, called or known by the name of, &c. within the mannor of, &c. with free liberty to and for the said A. B. his executors and assigns from time to time, and at all times during the term hereafter mentioned, to dig, search, sink, trench and mine, in and upon the said lands called W. and every part and parcel thereof, at his and their wills and pleasure, for the searching out, having and taking up of coles, and the same so trenched, digged, and found, to take and carry away from time to time and at all times during the term by these presents
dg.

demised, except and alwayes reserved, unto the said *I. L.* his heirs and assigns, all and all manner of quarries heretofore demised, by the said *I. L.* to *C. D.* of, &c. To have and to hold the said mines and pits, of coles, with free liberty of digging, trenching, searching and carrying away the same, with all and singular other the premises, except before excepted unto the said *A. B.* his executors administrators and assigns, from the Feast of, &c. unto, &c. yielding, &c. and if it happen the said yearly rent of, &c. to be behind, &c. and the said *A. B.* for himself, &c. covenanteth, &c. that he the said *A. B.* his executors, administrators or assigns, at his and their own proper costs and charges, shall and will from time to time, and at all times hereafter during the said term of, &c. so long as any such mine or pit shall be digged or trenched, for searching out of Coles as aforesaid, fill up the said mine or pit with meaner earth, and then level the same in such sort again, as the same may not be to the annoyant of the Occupiers of the said Lands, called *W.* or any of them in witness, &c.

A Letter of License.

To all Christian people, to whom these presents shall come; we *A. B.* of *London* Alderman, *R. L.* *I. D.* and *I. P.* Merchants, &c. send greeting in our Lord God everlasting. Whereas *I. C.* Citizen and Vintner of *London*, (for and by reason of the commerce, divers contracts, agreements, and other causes between him and us the above named persons, passed and had,) standeth and is severally indebted unto the said *A. B. R. L. I. D.* and *I. P.* and others, in divers and sundry great summes of money, as by several obligations and writings under his hand and

seal unto us severally made, and otherwise it doth
 and may appear. Now know ye, that we the said
 A. R. R. L. D. and I. P. and the rest, for divers and
 many good and charitable causes and considerations
 us especially moving, have given and granted and by
 these presents do give and grant, full licence and li-
 berty unto the said I. C. quietly and freely to go a-
 bout, attend and negotiate, as well his own pri-
 vate affairs, businesse and causes, as also all other mat-
 ters and things whatsoever he hath, or shall have or
 do for any other person or persons whatsoever, as
 well within the City of London, as within all other
 the, &c. at all and every time and times, from hence-
 forth, for and during the space of, &c. to begin at
 the Feast of, &c. next ensuing the date hereof with-
 out any manner of let, disturbance, molestation,
 stay, arrest, attachment or sute of his person or of
 his goods, chattels, money, merchandizes, or of
 any other commodities or appurtenances whatsoever,
 by us the said, &c. or any of us, or by the exe-
 cutors or administrators of any of us on this side,
 or within the said space, time or liberty of &c. and
 we the said, &c. are not only contented and agreed,
 to give and grant this our present license and re-
 spite to the said I. C. for the payment of his said
 debts, but also every one of us, for his part, do by
 these presents freely and clearly release, remit, quit-
 claime and forgive unto the said I. C. all and every
 such sum and summs of money, as he the said I. C. at
 this present doth severally owe unto us, in case any
 of us at any time or times during and within the
 said space of &c. as aforesaid, shall do, move, pro-
 cure, practice or attempt, or cause to be by any
 wayes or means, any manner of act and acts, thing or
 things to be done, moved, procured, practised or at-
 tempted against the said I. C. or his goods, chattels
 money,

money, merchandizes, or any other of his things whatsoever, contrary to the purport, true meaning, tenor and effect of this our present license and grant. And further our meaning and intent is, that after the said &c. shall be fully &c. expired, we do by these presents give and grant license to the said I. C. that if he, his executors, administrators or assigns, do from thenceforth yearly, at the end of every year, for and during the term of, &c. pay or cause to be paid unto us the said several Creditors, or to the several executors, administrators or assigns of us and every of us, the full fourth part of the debt to us and every of us owing, that then we nor any of us, nor any other by our or any of our means or procurement, shall do any thing or act against the said I. C. or any of his goods, chattels, moneys, merchandizes, or any other of his things whatsoever.

An Indenture upon the chusing of a Burgess to serve in Parliament.

THIS Indenture, &c. between H. D. &c. High Sheriff of the County of, &c. of the one part, and H. B. and R. G. &c. Burgesses and Burrough-men of the Burrough and Town of, &c. of the other part, witnesseth, that the said Burgesses and Burrough-men, according to the Proclamation made by the said Sheriff for the election of Burgesses in every Burrough or Town within the said County, have the day of the date hereof at A. aforesaid, elected, named and appointed H. B. and R. G. Esquires, Burgesses of the said Town of A. and they to give their attendance, advice and counsel at the High Court of Parliament to be holden at *Westminster* the &c. next coming, In witness whereof the said Burgesses,

gesse and Burrough-men to theire present Indentures have put their seals, and subscribed their names and marks, the, &c.

*A Testimonial for relief of one that had his house
and goods burnt.*

TO all Christian people, &c. Know ye that we Sir J. T. and T. G. Knights, T. W. E. P. &c. Esquires, for the succouring and relieving of our poor distressed brother S. S. of &c. do by these our writings testifie, declare and bear witnesse, that on Friday the tenth of, &c. the said S. S. being at *Wakefield* market travelling for his livelihood, a sudden and lamentable fire hapned, which burnt down his dwelling house, with all his goods therein, and his Barn wherein all his corn and hay, to the utter undoing of the said S. his wife and small children. Now for that the said S. was an honest painful man, and is now brought to so great misery and distresse, that he knoweth not where or how to provide for his wife and children, without the charitable relief of well-disposed Christians; therefore we pray and desire all charitable and godly-minded persons, to help, succour and relieve the said S. with their charity towards his livelihood, and in recompense of his losses, and in so doing they shall oblige us to shew like charity to any of their neighbours. in their distresse and necessity. In witnesse, &c.

The beginning of a Demise of Copy-hold lands, &c.

THis Indenture, &c. witnesseth, that whereas at
a Court Baron, holden for the manner of, &c.
on

on the, &c. last past, the Lord of the said mannor, by, &c. the Steward, did give license to the said I. T. to demise and grant the messuage, lands and tenements hereafter in these presents mentioned, unto any person or persons for the term of 21. years, from the Feast of, &c. then last past, as by the Rolls of the said Courts appeareth, now the said I. T. in pursuance of the said licence to him granted as aforesaid, and for and in consideration of the sum of, &c. to him, &c. hath demised, granted, and to farm-letten, and by these presents, &c. all that Copy-hold, messuage or tenement, with the appurtenances, commonly called or known by the name of, &c. situate, lying and being in, now or late in the tenure or occupation of, &c. and all, *Prout, in ordinary lands.*

A Release from two joynt Purchasers, to the other two.

TO all to whom these presents shall come, Sir. T. W. of, &c. Knight, and T. S. of, &c. Esquire, send greeting; Know ye that the said Sir T. W. and T. S. for good considerations them herunto moving, have remised, released, and for ever quit-claimed, and by these presents do for them, and either of them, their and either of their heirs, remise, release, and for ever quit-claim, unto, &c. their heirs and assignes, all the state, right, title, interest, claim, and demand whatsoever, of them the said Sir T. W. and T. S. of, in and to all that the mannor and Lordship of, &c. with the rights members and appurtenances thereof, and of, in and unto all & singular other the mannors, Lordships, lands, tenements and hereditaments, which in and by one Indenture inrolled in the Chancery, bearing date the, &c. made between the Right Honorable, &c. of the one part, and the

said, &c. on the other part, were granted, bargained, and sold, or mentioned or intended to be thereby granted, bargained and sold unto the said, &c. and their heirs, and of, in and unto every part and parcel of them, every or any of them. In witness, &c.

A Sale of goods to the Plaintiff levied upon a Sciri facias by the Sheriff's Bailiff:

K Now all men, &c. that I. G. B. Bailiff of the Wapontake of, &c. in the County of, &c. by virtue of the writ of *Sciri facias*, to the Sheriff of the said County directed, have levied of the goods and chattels, &c. the sum of, &c. part of a debt due to, &c. and levied by virtue of the Writ aforesaid to his use. In full satisfaction of which said summe of, &c. I do by virtue of the Writ and Warrant to me directed as aforesaid, assign, sell and set over unto the said, &c. all the goods and chattels, in the apprizement hereto annexed, nominated at the rate of, &c. to have, &c. the said goods and chattels, to him, his heirs, executors and administrators, as his own proper goods and chattels, as fully and absolutely as I the said G. B. might, could or ought to do by force and vertue of the said Warrant and Apprizement, or otherwise howsoever. In witness, &c.

A Lease of goods levied by the Sheriff upon Judgment.

T His Indenture made the, &c. between M. F. of, &c. of the one part, and I. F. of, &c. of the other part. Whereas the said M. F. did in *Michaelmas* term in the, &c. by due course of law, obtain and recover one Judgment in the Court of Kings Bench

Bench, now called the upper Bench at *Westminster*, against the said I. F. for the sum of, &c. debt and costs of sure, as by the Records remaining in the said Court, *Reg.* 232. Whereunto Relation being had, more at large it doth and may appear, and whereas Sir I. S. Sheriff of the said County of, &c. did on or about the, &c. by vertue of a writ of *Sciri facias* upon the said judgment to him directed, returnable, &c. levy of the goods and chattels of the said I. F. the summe of, &c. in part and satisfaction of the said judgment, which goods and chattels were sold by the said Sheriff or his Deputy unto the said M. F. as by a particular Schedule or Indenture hereunto annexed appeareth. *Now this Indenture witnesseth,* And it is fully concluded and agreed by and between the said parties to these presents, in regard the said goods and chattels, mentioned in the said Schedule, cannot be presently sold for the best benefit and advantage of the said M. F. that the same goods and chattels shall remain and continue in the custody and possession of the said I. F. for the use and behoof of the said M. F. his, &c. for and during the space and time of six months, next after the date hereof, and if any of the said goods and chattels, mentioned in the said Schedule hereunto annexed, have been already, or hereafter during the said space of six months, shall be sold or disposed of by the said I. F. his executors, administrators and assigns, then be the said I. F. for himself, his executors and administrators, and for every of them, doth by these presents covenant, promise, grant and agree, to and with the said M. F. his executors administrators and assigns, to give a true and just accompt or accomps, together with the proceed or increase thereof in writing, unto request made, and to pay or cause to be paid unto him the said M. F. his execu-

tors, administrators or assignes, all such summe or sums of money as shall be found due upon the said accompt or accompts, so to be made or given, and at the end and expiration of the said term, shall and will well and truly deliver, or cause to be delivered unto the said M. F. if the said I. F. his executors, &c. shall be thereunto required, the residue and remainder *in specie*, with the proceed and increase thereof, of all such goods and chattels, mentioned in the said Schedule or Inventory, as shall be so sold or undisposed of, the said M. F. his executors, administrators or assigns, allowing in the mean time unto the said I. F. his executors or administrators, all the benefit and advantage of the wool, milk and work of the cattel, comprized in the said Schedule hereunto annexed, and the use of the other goods comprized in the said Schedule or Inventory, for the pains and care of the said I. F. to be taken in and about the selling, disposing and keeping of the said goods and chattels, or any of them, In witnesse, &c.

A Lease of Lands in Barbadoes.

THis Indenture made, &c. between R. C. of, &c. and M. S. of, &c. witnesseth that the said R. C. for divers good causes and considerations him hereunto especially moving, hath demised, granted and to farm-letten, and by these presents doth demise, grant, and to farm-let unto the said M. S. all that his own share part and portion of Land, containing in all by estimation forty acres of land, be it more or lesse, situate and being in &c. as the same was lately and now is separated and divided from other lands now inhabited by the *English* Merchants and plantars, or their assignes, and allotted unto the said R. C.

C. for one of his shares of his adventure with the said Company of the said Island and now are or late were in the tenure or occupation of R. P. or his assignes and also one acre of Land being part or parcel of, &c. lying within, &c. likewise allotted unto the said R. C. for another share of his adventure to the said Island, the same acre of land to be measured, and set out in some convenient place of the said share of land, adjoining upon or near unto the fresh water, together with free ingress, egress, regress, way and passage to and for the said M. S. his executors, servants, and assignes, by and through &c. at all convenient times, and by all fitting and convenient wayes and passages, to fetch water from the Springs and rivulets thereunto adjoining, as need shall require, To have and to hold the said share of Land, and acres of Land, and all other the above demised, or meant, mentioned or intended to be demised premises, with their and every of their rights, members and appurtenances unto the said M. S. his, &c. from, &c. for and during the term of &c. M. S. his, &c. yielding and paying therefore yearly and every year during the said term of, &c. unto the said R. C. his, &c. the moiety or one half part of all the profits and gains whatsoever, which shall yearly be made or raised by, or by means of the digging, setting, planting, sowing, manuring and imploying the said lands and premises above by these presents demised or meant, or mentioned to be demised, and every or any part thereof, or by any other wayes or means whatsoever, the same to be yearly and every year, once or oftner, (as shipping may conveniently be had) sent into *England* to and for the use of the said R. C. his heirs and assignes: for and in full satisfaction and payment.

ment of all manner of rents whatsoever, and the said M. S. for him, his, &c. doth covenant and grant to and with the said R. C. his, &c. by these presents, in manner and form following, that he the said M. S. shall and will once in every year yearly, or oftner, during the said term hereby granted, and as shipping may be conveniently had as aforesaid, make and send unto the said R. C. his heirs or assigns, a just and true accompt how the same lands and premises hereby demised, have untill that time been employed and used, and likewise with the same accompt shall and will send and deliver, or cause to be delivered unto, and for the use and behoof of the said R. C. his heirs and assigns, unto the City of London, the said moiety or one half part of all the increase, profit and gaires above by these presents reserved, which shall happen to be accrued or risen by the means of the husbanding and employing of the said lands and premises by these presents, demised, and also shall and will from time to time send and deliver, together with the said rent above reserved, unto the said R. C. his executors or assigns, all the other moiety or half part of all the profits and gains, which shall happen to be accruing and arising, by means of the said husbanding and employing of the said lands and premises in sort as is aforesaid, or so much thereof over and above the said rent, as shall be due and payable by vertue of these presents, untill the summe of, &c. shall be fully satisfied and paid unto the said R. C. his, &c. which summe he the said R. C. at and before the en-sealing of these presents, did disburse and lay out for the furnishing of the said M. S. with implements, utensils and other necessities, to be used and employed in and about the manuring, managing and dressing of the said lands above mentioned to be demised,

mised. And, further that he the said M. S. his ex-
 cutors, administrators or assigns, or some of them,
 shall and will from time to time, and at all times here-
 after during the continuance of this demise, in good
 order of husbandry, set, sow, plant and imploy
 the lands and premisses hereby demised, to the best
 advantage, according to the custome of the Country
 there used and to be used; And also shall and will
 at his and their own proper costs and charges, erect
 build and set up in good order of workmanship one
 convenient house upon some most commodious
 place of the premisses. And further that he the said
 M.S. his, &c. shall not and will not at any time or
 times hereafter, during the continuance of this pre-
 sent lease, demise or grant the premises to any per-
 son or persons whatsoever, for and during the term
 hereby granted, or any part thereof, without the
 license of, &c. or make any wilfull waste or spoil
 upon any the Cedar or Timber-trees now standing,
 growing or being, or which at any time hereafter
 shall stand, grow or be upon the premisses, or any
 part thereof, other then for their necessary use. Cove-
 nant for reparations and for quiet enjoying, &c.
 provided alwayes that if it should happen the said
 yearly rent to be behind, &c. or if default shall be
 made of or in performance of any the covenants,
 grants, articles, payments and agreements herein con-
 tained on the parts, &c. that then and from thence-
 forth it shall and may be lawful, &c. In witnesse, &c.

A Lease from a Company.

THis Indenture made, &c. between, &c. Witnes-
 seth that the said Master and four Wardens, by
 and with the assent and agreement of the more part
 of

of the most ancient and discreet persons of the said Fraternity, their assistants, as well for and in consideration of the summe of, &c. have demised, &c. all that their Messuage, &c. To have and to hold, &c. yielding, &c. A Covenant for reparations; for emptying the sedges widraughts and privies, to leave it in good repair, with all doors, locks, keys, bolts and glasse-windows, wainscots, partitions, and such like as shall be fixed, fastned and set within or about the premises, and are not removable by the custome of the City of London, without defacing, spoiling or destroying the same, and that it shall and may be lawfull to and for the said Master, &c. their Rent-gatherer, officers and assigns, to enter and come into and upon the premises, there to view, search and see the estate of the reparations of the same, and of the decays and defaults there found, to give or leave warning at the premises aforesaid, to and for the said L. W. his, &c. to repair and amend all and every the said decays and defaults within the space of, &c. Provided alwayes that if it shall happen the said yearly rent of, &c. or if the said L. W. shall grant, assign or set over his, &c. to any person or persons without the, &c. or if the reparations of the premises or any part thereof, shall not be made and done within the space of, &c. above limited for the doing of the same, that then and from thenceforth in every or any the cases aforesaid, this present lease and terms of years shall cease, determine and be utterly void, and that then or at any time after, it shall and may be lawfull to and for the said Master, and four Wardens of the Fraternity aforesaid, and their successors for the time being, and their rent gatherer, officer, or any other certain Attourney in their name and to their use, into the premises above demised, with the appurtenances, to re-enter

ter, and the same to have again, &c. and the said L.W. and all other occupying, &c. thereof thereout to expell, &c. In witnesse, &c.

A Lease from a Parson and Church-wardens, with a Covenant for building, &c.

This Indenture made between G. G. Dr. of Divinity, Parson and Proprietor of the Parish-Church of, &c. I. M. and C. H. Church-wardens, of the goods, works, rents and ornaments of the said Parish-Church of the one part, and C. L. of, &c. of the other part witnesseth, that the said Dean and Chapter, and Church-wardens, with the whole assent and consent of the Parishioners of the said Parish, for divers good causes and considerations them thereunto especially moving, hereafter in these presents mentioned, viz. as well for the new building and erecting of the tenement which is ruinous and in decay, hereafter in these presents, by them demised to the same W. as also for the increase of the yearly rent of the said tenement being lately demised to, &c. deceased, have demised granted and to farm-letten, &c. unto the said W. N. all that tenement with a garden lying on the back-side thereof, belonging to the Parish of, &c. late in the tenure of, &c. situate in, &c. between, &c. which said tenement and a garden, on the South part thereof, containeth in length from, &c. eighty four foot assize, and in breadth from the North-corner of, &c. to the &c. twenty foot of assize, and in length, from the East side of, &c. and from the South corners of, &c. to, &c. nineteen foot and two inches of assize, and all rooms, chambers, sellers, sollers, houses, gardens, yards, entries, easments, and

and all other edifices and buildings, with all and singular their appurtenances whosoever to the said tenement and garden belonging or appertaining, in as large and ample manner as the same were demised, used and occupied by the said, &c. his assigns or any of them. *To have and to hold*, &c. yielding, &c. unto the Church-wardens of the Parish for the time being, and to their successors, to the use of the said Church, the sum of, &c. at the, &c. And whereas the said tenement is at this present in utter ruine and decay, and not meet to be inhabited, therefore the said W. N. for the consideration before mentioned, doth for him, his, &c. covenant and grant to and with the said Church-wardens, and their Successors, Church-wardens of the said Parish by these presents, that he the said W. N. his, &c. shall and will for his most benefit and commodity, erect and new build the said tenements, with good and well-seasoned timber, within the space of, &c. and the same erected and built, shall and will sufficiently repair, maintain and keep, with all manner of reparations in and by all things whatsoever, as often as need shall require, during the said term-Covenant for re-entry upon non-payment or not repairing. Covenant for quiet enjoying. *Et similia.*

A Lease from a Town or Corporation to commence at the end of a former, with several Provisoes.

THIS Indenture made between the Mayor. Bailiff, and Burgesses of the Burrough and Town of, &c. in &c. and H. T. of, &c. witnesseth, that the said Mayor, Bailiffs and Burgesses, by and with one full assent, consent and agreement, as well for
and

and in consideration of the sum of &c. to be paid unto the said Mayor, Bayliffes and Burgesſes at the commencement of this present lease, as also for divers &c. and for and upon the conditions and proviſoes hereafter in these preſents expreſſed, have demised, granted, set and to farm letten, and by these preſents do, &c. unto the said H. T. all that their burgage, messuage and Tenement with the appurtenances, situate, lying and being in P. aforesaid, upon the East-side of a certain Close, there commonly called the, &c. late in the tenure of, &c. and also all that shop, &c. and all and ſingular other the houses, edifices, buildings, barns, stables, shops, rooms, lofts, folds, courts, yards, back-sides, curtilages, commons, common of pasture and turbarie waies, waters, easements, liberties, profits, commodities, emoluments, advantages and appurtenances, whatsoever, to the said Messuages, burgage, or tenement or shop, or any of them, or any part or parcel thereof, belonging, or in any wise appertaining, or heretofore, &c. *To have and to hold* the said, &c. to the said, &c. from and after the end and expiration of one lease heretofore made, &c. of the said premises unto I. T. late father of the said H. T. for the term of, &c. yielding and paying therefore yearly during the said term unto the said Bayliffs for the time being, and their Successors, to the use of the said Mayor, Bayliffs and Burgesſes, and their Successors, the annual or yearly rent of, &c. at the Feast, of, &c. only, during the said term, or within, &c. next after the same, if it be lawfully demanded, either by publick notice, or otherwise, for all manner of rents, boons, duties, ſutes, services, and demands whatsoever; and if it shall happen the said yearly rent of, &c. that then and from thenceforth it shall be lawfull to and
for

for the said Mayor, Bayliffs and Burgesles, their, &c. into the said demised premises, &c. and the distres or distresses, &c. untill such time as the said rent, &c. be fully satisfied and paid unto the said Mayor, Bayliffs, &c. and if no sufficient distres may or can be found in and upon the said demised premises, or any part thereof, to satisfie the said rent with the arrerages thereof; or that the said Bayliffs for the time being, be interrupted or hindred to distrain for the same; that then and from thenceforth it shall and may be lawfull to and for the said Mayor, Bayliffs and Burgesles, their heirs and successors, or any of them, into the said demised premises, or any of them, with the appurtenances, to re-enter, and the same to have again, re-possesse and enjoy, as in, &c. this present Indenture, or any thing, &c. Covenant for reparations, and to leave it so. Proviso, that in case of non payment of the rent, or if the premises shall be assigned to any person not dwelling or inhabiting within the said Burrough or Town, and who is not a free Burgesse of the said Town, that then and from thenceforth, &c. Provided further and upon this condition, that if it shall happen the said H. T. to dy without issue male of his body lawfully to be begotten, before the commencement of these presents, and before the payment of, &c. being the consideration agreed upon to be paid for the same, then if R. T. of, &c. or the issue male of his body lawfully begotten, or I. T. or the issue male of his body lawfully begotten do pay to the said Mayor, Bayliffs and Burgesles for the time being, their Heirs and Successors. the said summe of, &c. in manner and form as aforesaid, and also 20 l. to the issue female surviving of the said H. T. if there be any such then living within one year then after their or either of their entry; that then

then and from thenceforth the said R. T. shall be interested in these presents, to him and the heirs males of his body lawfully begotten, and for default of such issue, to the said I. T. youngest brother of the said H. and of the heirs males of his body lawfully begotten he the said I. T. or his issue male paying the said sum of, &c. to the said Major, Bailiffs, and Burgeses, and the said sum of, &c. to the issue female of the said T. H. in such manner and form, as is herein before expressed, limited and appointed; and for default of such issue, then to the heirs and assigns of the said H. during the residue of the said term. In witnesse, &c.

A lease for three lives, with a letter of Attorney to take and give possession.

THIS Indenture made, &c. between, &c. witnesseth, that the said, &c. for and in consideration of, &c. doth demise, &c. all that his messuage and Tenement with the appurtenances, and all and singular shops, sellers, sollers, chambers, rooms, entries, wayes, yards, back-sides, lights, easements, profits and commodities whatsoever, to the said messuage or tenement belonging or appertaining, or to or with the same used, occupied or enjoyed, late in the tenor, &c. situate, &c. *Habend.* the said messuage or tenement, and other the premisses, with the appurtenances, to the said, &c. and to his assigns for and during his natural life, the remainder thereof to the said F. his wife and to her assigns, for and during term of her natural life, the remainder thereof after the said several deaths of H. and F. unto the said S. for and during the term of her natural life; Yielding, &c. during the said term or estates, and every or any of them, unto the said I. his heirs and assigns the rent of, &c. at the, &c. by even and equal portions
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and

and yielding and paying therefore alio unto the said I. his &c. for and upon any alienation, demise or grant of the premises, or of the greater part of them, and for and upon any change of tenant or tenants of the premises, during the said term or estates, or any of them, the sum of, &c. (toties quoties) for every change, alienation or demise, in the name of a fine for alienation, the same fine or fines to be paid to the said, &c. at the messuage or tenement aforesaid within the space of, &c. next ensuing the first of the Feasts aforesaid, which shall next come or happen to be after any such alienation, &c. of the premises, or the greater part thereof. A Covenant that they the said H. F. his wife, and S. their, &c. or sum of them, shall or will at or before the, &c. expend, disburse and lay out, in, upon or about the building, repairing, strengthening or bettering of the said messuage or tenement, with the appurtenances, and other the demised premises, the sum of, &c. at or before the Feast of, &c. provided alwaies, that if it shall happen the said yearly rent of &c. or the said fine or fines that shall grow due, &c. at any time during the life, of &c. to be behind and unpaid, in part or in all, by the space of, &c. next after, &c. or if the demised premises, or any part thereof, shall be in decay or unrepaired by the said space of, &c. next after notice given, that then the estate of the said H. for & during his natural life, shall cease, determine & be utterly void & of none effect, to all intents & purposes, or if at any time after the decease or determination of the said estate of the said H. & during the life of the said F. it shall happen the said yearly rent of, &c. or at the said fine or fines to be behind & unpaid, &c. by the space of, &c. or that the said demised premises shall be in decay or want repairing, &c. by the space of, &c. that then likewise the said estate of the said F. shall cease, determine

determine, &c. and that then and at all times from thenceforth, it shall and may be lawfull to and for the said I. his, &c. into the said demised premises, with the appurtenances, and into every part and parcel thereof to re enter, and the same to have againe, re-possesse and enjoy as in his and their former estate, and that thereupon this present Indenture of Lease to be void and of none effect, any thing herein, &c. And lastly, the said I. P. doth by these presents make, or- dain, constitute, authorize and appoint, and in his state and place put his trusty and well-beloved friends P. W. and I. M. to be his true and lawfull Attorneys, jointly or severally for him, and in his stead and name, to enter into and upon the said demised pre- mises, or into or upon any part or parcel thereof, in the name of the whole, for him, in his name and to his use to take and keep, and after such possession so had and taken, full and peaceable possession & seizin of the same premises, or of any part or parcel there- of in the name of the whole, for him, in his stead and name, to give and deliver unto the said M. R. F. his now wife, & S. B. or any of them, or to their or any of their certain Attorney or Attorneys, in that behalf authorized, according to the tenor, purport, effect, and true meaning of these presents, ratifying, allow- ing and holding firm, all and whatsoever his said At- turneys jointly, or either of them severally, shall do or cause to be done, in or about the premises by the tenor of these presents. In witness, &c.

A Letter of Attorney to deliver two Leases.

TO all to whom, &c. I. W. L. of &c. sendeth gree- ting, Whereas the said W. L. hath caused two several Indentures bearing date with these presents, to

be drawn and ingrossed, purporting several demises and grants, from the said W. L. unto R. G. of, &c. the one of them purporting a demise of all that one Close, &c. (as in the Lease is recired) with their appurtenances, now or late in, &c. lying and being in, &c. To have and to hold the said several Closes and premisses, and every part and parcel thereof, unto the said R. G. his, &c. from the &c. as in the Lease: yielding, &c. if demanded, and the other of them purporting a demise of all that messuage or tenement, with the appurtenances, &c. as in the Lease: To which several Indentures the said W. L. before the en-sealing and delivery of these presents, Hath put his hand and seal. Now know ye that the said W. L. hath made, ordained, constituted, authorized and appointed, and by these presents doth &c. his Trusty & well-beloved friends R. S. &c. his true and lawfull attorneys joyntly and severally, for and in the name and place of him the said W. to enter and come into and upon the said several grounds, and all and singular other the premises above severally mentioned to be demised, or any part or parcel thereof, for or in the name of the whole, and full & peaceable possession and *seisin* thereof to take and have, and being so entred and thereof or of any part thereof quietly possessed, then and there for and in the name, and as the proper act and deed in the law of the said W. L. to deliver to the said R. G. or his lawfull Attorney or Assignes in that behalf, to his proper use and behoof, the said several Indentures, to which the said W. L. hath put his hand and seal as aforesaid, and also to do, say, exercise, execute, conclude, determine and finish, all and every other act and acts, matter and thing whatsoever, which in and about the delivery of the same several Indentures, or either of them, shall be requisite and expedient to and for his said Attorneys, or either

of them to do by all due and lawful circumstances so fully and effectually in every respect, as he the said W. L. might or could do being personally present at the doing thereof, giving and by these presents granting unto the said, &c. the full and whole power strength and authority of him the said W. L. in the execution of the premises, and ratifying and allowing all and whatsoever the said, &c. or either of them shall lawfully do or cause to be done in the execution of the premises, for and in the name of the said W. L. as the proper act and deed of him the said W. L. In witnesse, &c.

An Assignment of certain Debts by an Administratrix to Creditors.

TO all to whom, &c. I E. B. of London widow, Administratrix of all & singular the goods, chattels, debts and credits, which late were R. E. my husbands deceased, send greeting, &c. Whereas the said R. B. my said late Husband, in his life-time stood indebted unto, &c. and unto every of them severally, in certain several sums of money, Know ye therefore that I the said E. B. intending as much as in me lyeth, to give content and satisfaction unto them and every of them, Have given, granted, bargained, assigned and set over, and by these presents do fully, clearly and absolutely, &c. unto the said, &c. & to every of their executors, administrators and assignes, all and every the book-debts specialties, obligations and writings obligatory, acquittrances and receipts named and mentioned in a Schedule, &c. which are due and owing unto me the said E. as Administratrix, as aforesaid, by one, &c. and one, &c. by what name or names soever they be called or known, and by such their Sureties, as in the said obligations or writings obligatory

are named, as in and by the &c. more plainly, &c. together also with all and every summe and summes of money, commodity, profit, benefit and advantage, that shall or may come, grow, or be had, made, gotten or obtained, of or by the said book-deb's, obligations, and writings obligatory, & every of them, and all my right, title, interest, property claim and demand, of, in and to the same, and every part thereof, And I the said, &c. for me, my executors and administrators, do Covenant, grant and promise, to and with the said, &c. and every of them, their and every of their &c. by these presents, that I the said E. B. have not heretofore released, or by any wayes or means discharged, the said book-deb's, obligations, writings obligatory, acquittances or receipts, or any of them, or the severall summes of money in them comprized, or any part or parcel thereof, and I the said, &c. my, &c. shall not, nor will not at any time or times hereafter release, or by any wayes or means discharge the said book-deb's, obligations, writings obligatory, &c. or the said severall summes of money in them or any of them contained, without the consent of, &c. first thereunto had, &c. and that I the said, &c. my &c. shall and will permit and suffer the said, &c. joyntly and severally, at their costs and charges, to commence, pursue and prosecute all and every such lawfull actions, suits and executions which shall or may in any wise be commenced, prosecuted or brought against the said, &c. by reason of the said book-deb's, &c. and the same actions, &c. shall and will avow, justifie and maintain, without fraud or guile. And that the said, &c. their, &c. shall or may quietly have, possesse or enjoy to their own proper use and uses all and every such sum and sums of money, executions, and the benefit thereof which shall be had, levied, recovered or obtained by reason of the
same

same, and shall have power and authority in the name of me to acquit, release, &c. the said, &c. for, touching, &c. the said book-debts, &c. In witness, &c.

A Letter for Composition of half debts.

TO all whom, &c. we E. E. &c. Citizens, &c. of London, Creditors of P. P. &c. send greeting Whereas the said P. P. the day of the date of these presents, is and standeth justly indebted, and doth owe unto us the severall parties above named, divers and several summs of money: And by reason of the many losses, great hinderances and other damages happened unto him, he is utterly unable, (as he affirmeth, and as appeareth unto us) to give other satisfaction for our said debts, than by and with such goods and wares as are now remaining in his hands, and such debts as are now at this present owing unto him, which we the said Creditors are unwilling to accept of or any waies to entermedle with, but have rather resolved and made choise to undergo a certain losse, and to accept of 10s. per l. or one half of the debts by him owing unto us, to be duly paid in full satisfaction of our said debts, in manner and form following, viz. When and as soon as all and every of us the creditors above named, have subscribed, sealed, and in due form of Law delivered in this present writing to the use of the said P. P. then he the said P. his executors, administrators or assigns, shall pay or cause to be paid unto every of us the said Creditors our, &c. one fifth part of, &c. after the rate of 10s. in the l. by these presents agreed upon to be accepted of, in full satisfaction of our said debts, and the remainder of our said debts, after the rate and agreement aforesaid in six parts being divided, to be paid at six several payments half-yearly, at such in-

different place & places , as we the said Creditors , & every of us, our, &c. shall nominate and appoint. The first payment whereof to begin and to be made on the &c. next ensuing the date of these presents. The second payment to be made, &c. Now know ye, therefore that we the said Creditors do covenant and grant and every of us for his own part, and for his own, &c. doth covenant and grant to and with the said P. P. his, &c. and to and with every of them by these presents, that if the said P. P. his, &c. or any of them, upon the enscaling and delivery of this present writing by all and every of us the said Creditors, according to the effect and true meaning of these presents, do and shall well and truly pay or cause to be paid unto every of us the said Creditors, our & every of our, &c. the said fifth part of our said debts, after the rate of 10 s. per l. according to the agreement aforesaid; at the, &c. without any fraud, coven or further delay; And also if the said. P. his, &c. for the more sure payment of the residue and remainder of our said debts after the rate aforesaid in six parts to be divided, and to be paid at six several payments, at such daies, time, place and places; and in such manner and sort as is above limited and expressed, do and shall at & before the, &c. become bound unto us and every of us, our, &c. in double the summe or sums, in the dondition or conditions in the same obligation or obligations, or writings obligatory to be specified. And further if the same obligations and every of them shall be delivered unto every of us, or the assign or assignes of us and every of us, at or before the said, &c. at such indifferent place or places as we the said Creditors, our, &c. shall nominate, that then from and after such payment made, of the said first part of our said debts, after the rate of, 10 s. in the l. and after the same obligation made and delivered

livered unto us, for the several payments aforelaid; according to the limitation effect, tenour and true meaning of these presents, we the said Creditors, and every of us the executors, &c. shall and will hold our selves well contented and satisfied, for all such debts as he the said P. P. his, &c. did formerly owe unto us and every of us, before the enscaling of the same obligations, and that then also we the said Creditors and every of us, or the executors, &c. within fourteen dayes next after the enscaling and delivery of the same obligations unto us and every of us, according to the true meaning of these presents, shall and will seal, subscribe, and in due form of law deliver unto the said P. P. his, &c. one general release or other discharge of all debts, duties and demands whatsoever by the P. P. unto us and every of us formerly owing or payable from the beginning of the world untill some few dayes before the date of the same obligation, so to be sealed and delivered unto us as aforelaid. Provided alwayes that these presents nor any agreement matter or thing herein contained, shall be of any force or effect, to bind or charge us or any of us the said Creditors, which have, or shall hereunto agree, seal and subscribe, before the first day of, &c. next coming after the date of these presents. In witness, &c.

Another letter of Composition.

TO all to whom, &c. we A. B. Creditors of, &c. send greeting, Whereas the said W. C. and W. I. are and do stand joyntly indebted, and do owe unto us the said Creditors divers sums of money, which as it seemeth they are very willing to satisfie unto us and every of us, as they and either of them shall be able. Neverthelesse we the said Creditors and every of

of us who have hereunto sealed and subscribed (finding and perceiving that they the said W. and W. are much damaged and impoverished by many losses and hindrances through Chapmen and otherwise, whereby they are disabled to yield unto us full and plenary satisfaction for our said debts) are contented and well-pleased, and of our free motions do severally and respectively agree and bind our selves, our heirs, &c. to the said W. and W. by these presents, to accept and take of them the said W. and W. their, &c. after the rate of, &c. in the pound, in full satisfaction of all such debts and sums of money, as they do jointly owe unto us and every of us respectively, the same to be paid at four equal payments, in four parts to be divided. The first payment thereof to be made and to begin at, &c. (recite all the payments) so as the said W. and W. for the more sure and better payment of the several sums aforesaid, in recompence and satisfaction of our and every of our said several debts, after the rate of, &c. in the pound as aforesaid, their executors or administrators do before the, &c. become, jointly bound with sufficient sureties unto us and every of us respectively, by obligations in double the penalties in due form of law to be made, sealed and delivered unto us and every of us, or to our and every of our use and uses, by the appointment of us and every of us, at such place and places as we and every of us shall differently nominate or prescribe. Provided always that these presents, nor any thing herein contained, shall be of any force or effect, to bind or charge us or any of us, who have hereunto sealed and subscribed, unlesse and until all and every the residue of us the said Creditors above named, shall and do likewise seal and subscribe these presents, at or before the &c. next ensuing. In witness, &c.

*A Letter of License and Composition for payments at
several times.*

TO all, &c. we Creditors of, &c. send greetings;
Whereas the said I. M. at this present time doth
stand indebted, & justly oweth unto us the said Cre-
ditors divers and sundry sums of mony, which by rea-
son of many debts, and some of them very great, that
are likewise justly owing him, and cannot be had and
recovered without some respite of time, and some of
them not without sure, he is verily much disabled to
make present payment unto us the said Creditors, of
our whole and just debt, as he seemeth willing and
desirous. In consideration whereof he instantly desi-
reth and requireth, that we the said Creditors, and e-
very of us, will be pleased to give and grant unto the
said, &c. such liberty and respite of time, for the pay-
ment and satisfaction of our several debts, as he thin-
keth reasonable, for the obtaining, getting and reco-
vering of his said debts; viz. that we and every of us
would be contented to take, & accept our said whole
debts, in three equal parts to be divided, & to be paid
at 3 several payments in manner and form following,
viz. the first payment thereof to be one equal third
part of the said whole debt, & to be made on the &c.
the other two third parts thereof residue, to be divi-
ded into 4 equal parts, and to be paid at 4 fix months
then next following, viz. one the &c. one equal part
thereof, namely the other two, and one other 4th part
thereof, residue on the, &c. in full payment and satisfa-
ction of the said several debts; & for the more sure per-
formance of the said several payments aforesaid, in such
manner and form as is above limited & declared, ac-
cording to the intent and true meaning of these pre-
sents.

he the said L. M. shall and will at or before the, &c. become bound unto us and every of us the said Creditors respectively, by one obligation in due form of law to be made, with condition including all and every the said payments in such sort as is above limited at some convenient place or places within the City of London, by every of us the said Creditors to be nominated and appointed, & the penalty of every obligation to be double the whole sum included in the condition of the same to be delivered to us, and every of us, our, &c. at or before the, &c. next ensuing the date hereof. Know ye therefore that we the said Creditors whose names are here under subscribed, and every of us for his own part, and for his own, &c. for the consideration above specified and expressed, do by these presents willingly consent, covenant, promise and agree to and with the said I. M. his, &c. by these presents, that we the said Creditors, and every of us, our, &c. respectively, shall and will accept and take of the said I. M. his, &c. all and every the said several debts and summes of money by the said I. unto us and every of us owing and payable upon such obligation and obligations, assurance and assurances, as aforesaid, to be paid in such manner and sort, and at such dayes and times as is above limited and required: And further, that we the said Creditors and every of us, our and every of our, &c. respectively upon the delivery of the said obligation unto us and every of us, our and every of our, &c. shall and will at the charge of the said L. M. his &c. seal, subscribe, and in due forme of law deliver unto the said I. M. one sufficient general acquittance to be rendered by him the said I. M. his, &c. and to bear date and limitation before the day of the date of the said new obligation to be made for the same debt, and also for and upon every payment made

according to the limitations aforesaid, and the intent and true meaning of these presents at the like charge of him the said I. M. his &c. shall and will seal and deliver unto the said I. M. one sufficient acquittance to be rendred by him the said I. M. his, &c. testifying every such payment as aforesaid, for the better discharge of him the said I. M. his, &c. and every of them in that behalf. Provided alwayes, and upon condition neverthelesse that these presents, nor any promise, agreement, matter or thing herein contain'd, nor any act or thing acted by us or any of us, or formerly done, knowledged or suffered touching the premisses, or to be done, knowledged or suffered, shall be of any force or effect, to bind or charge us or any of us the said Creditors, who have or shall hereunto agree, seal and subscribe, unlesse all, and untill all and every the rest and every of us the same Creditors, above mentioned do and shall likewise before the, &c. now next coming, subscribe, seal, and deliver these presents, in due form of Law, according to the intent and true meaning hereof, any thing herein contained to the contrary thereof in any wise notwithstanding. In witness &c.

A Letter of License.

TO all to whom, &c. we M. A. and R. B. Creditors of &c. Citizen and Mercer of London, send greeting. Whereas the said N. C. the day of the date hereof is indebted, and doth owe unto us the said Creditors divers summes of money, which by reason of some losses unto him hapned, and divers bad debts owing unto him as he informeth us, he is not able presently to satisfy and pay as he willingly would, but requireth our favour and respice of time for payment thereof, therefore know ye, that we the said Creditors above named, and every of us, moved

ved with compassion and the desire which the said M.
 hath to and for the contentation of our said debts,
 Have given and granted, and by these presents do
 give and grant unto the said N. C. our sure and
 ample license, liberty and safe conduct as much as in
 us lies, so also he the said N. may safely come, go and
 resort unto us, and every of us his said Creditors, to
 compound and take order with us, and every of us, for
 our and every of our said several debts, without any
 let, trouble, sure, arrest, attachment or other im-
 pediment to be offered or done to him the said N. his
 wares, goods or merchandizes, or any of them, for
 and during the time and space of one whole moneth;
 next ensuing the date of these presents; and if it hap-
 pen the said M. N. in his person, goods, wares or
 merchandizes, or any of them within the said term of
 one moneth next coming after the date aforesaid, by
 us or any of us the said Creditors, or by any person or
 persons by or through the Commandment, will, pro-
 curing, partnership, consent or knowledge of us or
 any of us, against the tenor, form and effect of this our
 present writing of safe conduct, in any ways to be ar-
 rested, sued, impleaded, vexed, hindered or attach-
 ed, and thereof be not forthwith delivered or defend-
 ed, and then he the said M. N. his heirs, execu-
 tors and administrators, shall be by vertue of these
 presents for evermore clearly acquitted & discharged
 against him or them of us, by whom he the said N.
 shall, contrary to the form, effect and true meaning
 of this our present writing and safe conduct, be at-
 tempted, vexed, sued, attached, arrested or hindred,
 and thereof not forthwith released or defended as a-
 fforesaid, of all manner of actions, sues, debts, and
 demands whatsoever they be, from the beginning of
 the world, until the day of such arrest, sues, attach-
 ment or hindrance. In Witnesse, &c.

Another Letter of Licence.

TO all, &c. we whose names, &c. Whereas A. B. in divers several sums of money to us severally indebted, and hath not wherewithall to satisfie us present, and we & every one of us, minding to give unto him favour and respice, for the payment of the same, Knew ye that we the said Creditors and every one of us being moved with compassion, and fully resolved of the good will & desire which the said A. B. hath to see the said several debts, duties and sommes of money satisfied and paid, Hath given and granted, and every one of us for his own proper debt and duty, part and portion severally, Have given and granted, and by these presents, &c. unto the said A. B. by whatsoever name, surname or addition he be called or known, sure, full and free liberty, licence and safe conduct as much as in us severally is, in such sort as the said A. B. with all his goods, chattels, debts, duties, and other things whatsoever, freely peaceably and quietly, at his own free choice, election and pleasure, shall or may go, come, abide and sojourn, passe and repasse at all and every time & times, from the day of the date hereof, during the term and space of three whole years now next comming, and fully to be compleat and ended. And we the said Creditors, all and every one of us severally for himself, his, &c. do and doth severally covenant, promise and agree, that we the said Creditors, or any of us, or any other person or persons for us or any of us, or by our or any of our authority, assent, consent or procurement, the said A. B. or any of his goods, chattels or any other thing or things of his, shall not, or will not in any wise sue, arrest, implead, attach, imprison, condemn, trouble or molest, for or concerning satisfaction

tion or payment, to be made unto us or any of us
 said several debts and duties, or of any part
 cel thereof, or for any other matter or thing
 & Aver, which we or any of us can or may have,
 and or demand, of, for or against the said A.B.
 to finde or provide for us any other Sureties or Se-
 curity, for the satisfaction or payment of the said
 severa debts and other things, or any of them or a-
 ny part or parcel thereof, other then all or every one
 of us now severally have or hath for the same, during
 the term aforesaid, And further we, all and every of
 us Creditors aforesaid, are agreed and contented and
 do covenant, &c. that if it happen at any time or
 times, he the said A.B. during the term aforesaid, in
 or by his body, goods or chattels, by us or any of us,
 or by our, &c. contrary to the true meaning, of, &c.
 to be any wayes, &c. sued, &c. the said A.B. his, &c.
 shall be for evermore by these presents clearly ac-
 quitted, &c. against him or them of us, by whom he
 or they shall contrary and against the tenor, forme and
 effect of these presents, be sued, arrested, &c. of
 and from all manner of actions, lutes, quarrels, chal-
 lenges, debts, &c. In witness, &c.

*A Declaration upon a Bond made in a third persons
 name in trust.*

TO all, &c. I. &c. send greeting, Whereas C. and
 E. by their obligations, &c. recite the Bond.
 Now know ye that I the said I. do hereby acknowledg
 and confesse, that although the said Bond is made and
 given in my name, yet neverthelesse it is so taken on-
 ly upon trust and confidence in me reposed by I. L.
 of, &c. and E. his wife, and to and for the uses,
 intents and purposes hereafter mentioned, that is
 to say, that he the said I. L. shall have, receive, and
 take

A Letter of Atturney to receive money due upon several Bonds, allowing the Atturney his reasonable charges, and out of that money which he shall receive, to satisfie himself of such moneys as are due to him for him which makes this Letter.

TOall men to whom these presents shal come, W
R of Tattersel in the C. of Lincoln Yeoman,
sendeth greeting. Know ye that I the said W R. for
divers good, sufficient, and reasonable causes & con-
siderations me hereunto moving, but especially for
and in respect of certain several sums of money here-
tofore to me paid by C H of T. in the said C. of Lin-
coln Gentleman, have authorized, constituted, nomi-
nated, made and ordained, and by these presents,
do authorize, constitute, nominate, make, ordain,
and in my place put the said C H my true, faithfull,
lawfull, undoubted and irrevocable Atturney, from
henceforth for me and in my name to ask, receive,
gather and take all such sum & sums of money, as are
already due, or hereafter shall or may become due un-
to me the said W from any person or persons herein
hereafter mentioned & expressed, as also all such sum
and sums of money, as were due unto E. my now wife
in her widowhood, or hereafter may or shall be due
unto her, by any person or persons whatsoever, and
herein hereafter mentioned & expressed, by vertue
of any bil, bond, or any other writing or waies what-
soever, that is to say, to ask, gather, receive and take of
A B of, C in the C. of E. Yeoman, the sum of ten
pounds of lawful English money, due unto me by ver-
tue of one bond or writing obligatory, from the said
A B to me the said W R dated the last day of June
last past, before the date hereof, as in & by the condi-
tion of the said obligation, reference being thereunto
R had,

had, more plainly and at large it doth & may appear, and also forty shillings of lawful *English* money, from, &c. Then name every particular sum, and set them down according to their several names, sums & dates as they are, & insert these covenants following, as in and by the several conditions of the said bonds, whereunto relation being had, more plainly and at large it doth and may appear: for the recovery of all which said several sums of money, which shall arise or grow due unto me the said W R by vertue of any or either of the said bonds, yet arrear, due and unpaid, I do by these presents give full power and authority unto the said C H for me, and in my name, and to my use as aforesaid, to receive, & upon non-payment of them or any of them, to bring, sue, & prosecute for me, & in my name, all and all manner of actions whatsoever as well real as personal, & the same to prosecute and follow by sure, arrest, imprisonment, judgement, condemnation, execution or otherwise: And one Attorney or more for the doing of the premises to make, & the same at his will and pleasure to revoke, and new in his or their place to be put, in as large and ample manner as I might do if the same were by me in proper person done commenced, sued or taken, to the only benefit and behoof of me the said W R allowing to the said C out of the said sum or sums of money, so by him received, his reasonable, lawful & necessary expences and charges laid out or disbursed in hand or otherwise, in or about the recovery, getting & procuring of the said sums of money, or any of them, with allowance and payment of all such reckonings, sum & sums of money as are due to him the said C by me the said W as shall or may appear upon any reckoning, bill, bond or otherwise, under my hand and seal, or by sufficient witness. And I do by these presents covenant, promise and grant, so and with the said C his
 execu-

executors, &c. that I, my heirs and assigns, shall and will at all times hereafter, ratifie, confirm and allow whatsoever my said Attorney shall do or cause to be done, in or about the premises. In witnesse, &c.

A Copy of a Lease to try a Title.

THis Indenture made &c. between &c. Witnesses, that the said B for divers good causes and considerations him thereunto especially moving, hath demised, granted and to farm-letten, and by these presents, doth demise, grant and to farm-let unto the said W M all that messuage or tenement with the appurtenances, situate and being in N. aforesaid, and all Houses, Edifices, &c. now or late in the tenure or occupation of C D or his assigns, To have and to hold the said Messuage or tenement, and premises, with the appurtenances, before by these presents mentioned to be demised &c. for 3 years or more &c. yielding and paying &c. being lawfully demanded: Provided always, and upon this condition, that if the said A B his Executors, administrators or assigns, or any of them do well and truly pay or tender, or cause to be tendered or paid to the said W M his executors, administrators or assigns, at any time, during the continuance of this present demise, the sum of 12 d. of lawfull *English* money, that then & from thenceforth this present Indenture, & every article & thing herein contained, shall be utterly void and of none effect: And that then also and from thenceforth it shall and may be lawfull to and for the said A B his executors, administrators & assigns, or any of them, into the said messuage or tenement and premises, with the appurtenances, and in every part and parcel thereof, to re-enter, & the same to have again, repossesse & enjoy, as in his & their former estate, any thing in these presents contained to the contrary thereof

contained in any wise notwithstanding. In witnesse whereof, &c.

A Discharge made to a Sheriff, for a Prisoner) from him to whom the Prisoner is indebted.

K Now all men by theise presents, that I A B of C in the C of D have remised, released, acquitted and discharged, and by theise presents do for me my heirs, executors, administrators and assigns, remise, release and fully and absolutely acquit & discharge T I high Sheriff of the C of L aforesaid, & I B his under Sheriff, their heirs, executors & administrators, of & from all & all manner of escapes, as well voluntary as negligent, & of & from all actions, cause & causes of actions, for or concerning the enlarging or setting at liberty of the body of I S taken at my sute by vertue of a *Capias ad satisfaciendum* to the said Sheriff directed of 8 l. debt, & 15 s. costs of sute, returnable in the Court of Common pleas, in *Hilary*-term last past, and I the said A B do hereby discharge the said Sheriff from all actions, reckoning, duties & demands whatsoever, concerning the executing of the said *Capias ad satisfaciendum*. In witnesse whereof, &c.

An Indenture of Partition, where two have taken a joint Lease of Messuage and Lands, &c.

T His Indenture made the 5 day of June in the year of our Lord God, according to the account used in *England*, one thousand six hundred, fifty and one, between A B of &c. of the one part, and C D of, &c. of the other part. Whereas the said A B & C D do hold jointly for term of certain years, yet enduring & unexpired, all that Messuage, tenement or farm house called, &c. situate in B in the Countrey of, &c. & all Houses du

edifices, buildings, barns, stables, orchards and gardens thereunto belonging, with their appurtenances, and also all those several closes of arable land, called or known by the name of, &c. and containing by estimation, &c. & all that great meadow, situate, &c. containing, &c. & all those parcels of cow pastures, next adjoining to, &c. called, &c. and containing, &c. And all that parcel of wood-ground called B wood with divers other parcels, with all & singular profits & commodities thereunto belonging or appertaining, by one Indenture of demise, bearing date the, &c. made between W L of, &c. Gent of the one part, & the said A B and C D of the other part, yielding and paying therefore the yearly rent of, &c. at a usual days of payment in the year, that is to say, &c. by equal portions: And the said A B and C D do thereby covenant to pay the said rent of, &c. in manner, &c. and also for and during the said term to repair the said messuage and all other the premises, as also the hedges, ditches and mounds belonging to the demised premises, and at the end of the said term, do covenant to leave the same well and sufficiently repaired into the hand of the said W L his, &c. as in & by the said Indenture of demise, relation being thereunto had, it doth and may more fully and at large appear.

Now this Indenture witnesseth that the said A B and C D have with their full and whole consent, & by & with the advice and assistance of E F of, &c. & G H of, &c. by them respectively chosen for that purpose, made an equal division & partition of the said demised premises, into two equal parts or moieties, to the end, intent and purpose that the said A B and C D and their several and respective heirs, &c. may have, hold, occupy, possess and enjoy the said equal parts and moieties of the said premises, during the remainder of the said term.

form following, that is to say, that the said *A B* his
 executors, &c. shall and may during the remainder of
 the said term, have, hold, and enjoy the moiety, parti-
 tion or half part of the said Messuage, or Tenement,
 Houses, Edifices, Buildings, Barns, Stables, Orchards,
 Gardens, lands and premises, as the same are divi-
 ded & set apart as aforesaid, that is to say, all those se-
 veral rooms situate at the west-end of the said demi-
 sed messuage, called by the names of the said, &c. the,
 &c. the, &c. & all that great barn situate at the, &c. &
 all that, &c. (so many every parcel, as allotted) in full
 recompence of his due part & portion between them
 of the said demised premises, and that the said *C D*
 his executors, &c. shall during the remainder of the
 said term, have the other moiety, partition or half-part
 of the said messuage or tenement, houses, &c. as the
 same are divided and set apart as aforesaid, that is to
 say, all those several rooms situate at the East end of
 the said messuage, &c. (as above name the parcels) in
 full recompence of his due part & portion between
 them of the said demised premises: *To have and to*
hold, to either of the said parties, their Executors,
 &c. severally as is above said, from the day of the date
 hereof, unto the full end and term of, &c. And it is
 covenanted, granted & agreed by & between the said
 parties, that the said yearly rent of, &c. to be due to the
 said *W L* or his assigns, from time to time during the
 continuance of, &c. shall be equally paid between them
 the said *A B* and *C D* their executors, administrators
 and assigns, as tenants of the said demised messuage &
 other the premises, from time to time, during the said
 term, either of them for the said part and portion al-
 lowed to him aforesaid. And the said *A B* for him, his, &c.
 do hereby promise and grant, to & with the said
 &c. to have, defend and keep harmless and
 the said *C D* his executors, &c. of and
 from

from all prejudice, losse or damage which shall happen or come unto him the said *C D* his, &c. for, or by reason of any breach of any of the covenants and agreements specified and comprized in the said Indenture of Lease, or other thing whatsoever which shall or may be had, made, done, committed, omitted or suffered by him the said *A B* his &c. for or in respect of his said moiety or half part of the demised premises, or any part thereof. And the said *C D* doth for him, his, &c. covenant, promise, grant and agree, to and with the said *A B* his, &c. *ut supra*.

And for the true keeping, performance and observation of all & singular the said partitions, covenants, conditions, payments, agreements, and articles herein before expressed, either party bindeth himself, his heirs, executors and administrators, to the other by these presents in the sum of, &c. In witness, &c.

Judge Cook his Articles which the chief Constables of every Hundred are to observe and answer unto, at the beginning of every Assize. viz.

1. *Primis*, what Felonies have been done within their Hundred from the Assizes next before, against whom, and at what time, and whereof, and what pursue hath been made of the Felonies, and in whose default of pursuit of Felonies hath been?

2. *Item*, what Vagrant and suspected persons have been apprehended within that time within their Hundred, and what hath been done with them, and by whose default any such person have escaped from apprehension; & how the watches have been kept in every Township, between the Assention, & Michaelmas?

3. *Item*, what Recusants are within their Hundreds and come not to the Church according to the Law?

4. *Item*, what decay, of houses, hath been since the beginning, &c. within the Hundred?

which had twenty acres of land, meadow and pasture, to them, when decayed, and by whom?

5. *Item*, what grounds within your hundreds that have been used to be tilled ordinarily, any twelve years since the beginning, &c. been turned from Tillage to Pasture, by whom and when?

6. *Item*, how many Ale-houses be in that Hundred, and in what place, and where they be, how many be licensed, and by whose license, and how many without license, and who they be, and whether punishment have been done to the offenders according to the Statute?

7. *Item*, whether such Ale-houses as are licensed, do observe the articles prescribed to them?

8. *Item*, who have made any ingrossing, for-stalling, or regrating within their Hundred, and whereof and where put in use?

9. *Item*, who they be that make malt to sell, of corn not being of their own tilth or rent-corn not being licensed thereunto, according to the Statute lately made?

10. *Item*, to observe and answer how Vagabonds are taken up and punished, and to see how the impotent poor are provided for, without being suffered to wander abroad for relief out of the Parish.

11. *Item*, you shall inquire of what value and sufficiency of estate and discretion, the Pety Constable, is within every several town within his County that hereafter no man be admitted to be a Pety Constable, except he be a subsidy man and of good understanding.

12. *Item*, you shall enquire and present all Masters that shall retain their servants out of the gened pety Sessions, give greater wages than shall be set down, & whether the pety Sessions be accustomed, so as none may be re-

retained but in pery Sessions, except it be in cases of necessity, and then the said retainer to be known unto the chief Constable of the Hundred, and to be entered into their book.

13. *Item*, you shall give warning to every pery Constable, that every one in his or their severall parish or limit do take heed that no cottage be newly builded, that every Constable when he shall see any steeff or stone, clay or timber provided by any inhabitants within his Parish, and minded to build a cottage, shall speedily give notice thereof to the Justices of Peace for that limit, that the said Justices of the Peace may take present order for the suppressing thereof.

14. *Item*, if any Lord or freeholder, out of his private devotion or otherwise, shall build or erect any cottage or laying thereunto four acres of land according to the Statute, then the Justices of the Peace shall take order, that the said Lord or freeholder shall maintain the poor that shall inhabit in the said cottage, and if the said Lord or freeholder shall refuse so to be ordered, then the said Justices of the Peace shall take recognizance of such Lord or freeholder, for their appearance at the next assizes and general Goal delivery, to answer to his refusal and contempt, as for the building of the said cottage.

15. *Item*, you shall make diligent enquiry, what unlawful games, drunkenesse, whoredom, incontinency evil, vile & other disorders, be committed by Masters of households in their severall families, or by their children or servants for want of good government of the householders, and to present the same, for that upon the good ordering of private families the Common-wealth doth depend.

16. *Item*, you shall make diligent enquiry, what servants before the time they were retained to serve, were turned out of service, & for what cause the ser-

vant

~~It~~ is so turned away, for that thereby many become rogues, and idle persons, and to prevent the same, to the end Masters may be punished for such offence according to their desert in that behalf.

17. *Item*, to enquire of all purveyours and poulterers which buy any victuals, and sell the same again at unreasonable rates

18. *Item*, to enquire of all Dove-houses erected or maintained by any not being Lord of the mannor, or Parson of the Town.

Points of Law by R O concerning Lord and Tenant, &c.

1. IF the Lord take away any part of the demised premises, and exclude the tenants by wals, &c. it is an extinguishment of his rent.

2. If a Landlord covenant with his Tenant to rebuild any Room, and do not, whereby the Tenant receiveth losse, the tenant may have an action upon the case, upon his Parol-covenant, wherein he may recover what he can prove himself damnified.

3. If the Landlord hath manure lying in the ground of the tenant, & except it not at the demise, the Tenant may dispose the same as he sees cause for his own conveniency; for being a place for a manure hill, the Tenants necessarily will require use of it; and that the Tenant may better & safer dispose it, let him mix some of his own manure with it, and then he may either sell it; or lay it upon what ground he will.

4. The Landlord digs a Saw-pit, &c.

After the ground let, it is the Tenants and he may have an Action against any that during that time without his consent meddles with it.

5. The Landlord after the demise, lops, tops, cuts and sells Timber, Willows, Sallows, Thorns, and other wood; during the Lease the Landlord cannot without

consent of the Tenant meddle with the Woods not being excepted in the Lease.

6. The tenant may cut any Water-boughs, Thorns, Willows, Elders, &c. for necessary Hedge-boot and Fire-boot, but not to sell; and if he sell Ashes, 'tis an Action of Waste in the Tenant.

7. If the Landlord lay hay in any Room of the Tenant, &c. and the Tenant's man or maid or himself fodder his Cattle with it, what remedy hath the Landlord against the tenant, and the tenant against the Landlord?

An action lyeth against the Lord for laying his Hay there; but the property of the Hay there is still notwithstanding in the Landlord, and if the tenant fodder his Cattle with it, the Lord hath his Action.

8. If a man let a Cow to hire, and after take her to the Market to sell, and do not, an Action of trespass lyeth against the owner for driving of her to the Market.

9. If he to whom the Cow is letten sell the Cow, and tender the money to the Owner, what danger to him that sold her?

The Cow is to be returned, and not her price; and if the Lord refuse the price, he may bring his action, but shall recover but her worth.

10. If the Lord promise to put in repair any houses, &c. and do not, if any of them fall down for want of mending, what remedy hath the Landlord against the Tenant for not repairing the same?

Ans. If any of those things that the Lord was first to put in repair, and did not, decay, the tenant is not bound to repair them: & if by permission they come to ruine, it is the Landlord's fault, & the tenant is free.

11. If the Landlord promise to fence in a piece of ground, where the tenant is to sow Hemp and Corn, and do not, but so as the tenant's goods cannot be kept

kept out, but destroy his Corn.

An action upon the case lyeth against the Lord upon the promise.

12. Cutting up timber-trees, fruit-trees, hedge-row-trees that shelter the house, are wast, the Tenant hath interest in the rest, if not excepted,

13. A B hath his horse straid from him and finds him in the custody of C D and demands him of C D finding him in C D his draught, & C D will not deliver him without 8 d. per week allowance, and by delays detains the horse till the year be expired.

A B may recover his horse by Detinue or Action upon the Action of Trover and Conversion, wherein he must prove the property of the horse to be his, and the other will be allowed fitting recompence for his food, but no longer than untill he was owned, and amends redred.

14. If a Tenant upon an arbitrement give a release to the Landlord, whether will that Release free any other that the Landlord hath caused to wrong the Tenant?

An. For any thing that any other hath done jointly with the Lord wherein the Tenant was endamaged, this Release may be pleaded in Law, but not in actions done by any other without the Lords joyning.

A Charty-party, with extraordinary Covenants and clauses therein contained.

THIS Charter-party made and indented the three and twentieth day of August, in the year of our Lord God, one thousand, six hundred, thirty & eight, according the new stile, between H C of Slego in the Kingdome of Ireland Merchant, of the one part, & R T of Newcastle upon Tyne, Master under God of the

the good Ship called the *William* of *Newcastle* burthen fourscore Tuns or thereabouts, of the other part, witnesseth that the said Master hath letten to Freight his said Ship, unto the said Merchant, and that the said Merchant hath hired her for a voyage (by Gods grace) to be made in manner & form following, that is to say, the said Master, for him his ex. cutors, administrators & assigns, doth covenant, promise & grant unto & with the said Merchant, to take, receive & load in his said Ship, the *William*. all such goods and Merchandizes, as the said Merchant shall please to put aboard her, & the said ship can conveniently carry cover and above her victual, tackle and appurtenances, & with the next good wind and weather which God shall send to depart hence and sail directly for the Ilands of Scotland. called by the name of the Liewes, to a port lying therein called L. of *Holland*, or to any other convenient Port or Harbour in the said Liewes, where other shipping goeth to take in fish, and the said Merchant shall appoint, & there with all expedition to discharge all or any of the said goods, & relade fish to the full and sufficient loading of the said Ship, and being dispatched to depart thence, & sail directly for the Downs, or any other place or places, Port or Ports where the Merchant or his assigns shall please to order him, there to discharge and deliver the said fish and other goods whatsoever, laden by the said Merchant or his assigns in the said Ship, and so to finish & end the said indented voyage: And the said Merchant, for him, his executors, administrators and assigns, doth covenant, promise and grant, to and with the said Master, not only to go with him in person for the said Liewes, and there to load the said Ship with fish, or any such other goods, as he shall please, and thence to sail with them for the place or port of their discharge, but

also then and there before bulk-breaking to give sufficient security unto the said Master for the payment of the Freight, and after safe delivery of the said goods to pay for Freight 50 l. sterling per month for so long time as the said Ship hath been in service of the said Merchant, the daies lesse than a month after the same rate, the months pay to begin on Friday next, the seven and twentieth day of this present month, and to end when the last goods are delivered out of the said ship, at the place of her right discharge, and the said Freight to be paid within — — — daies at the longest, with averige and primeage, according to the custome of the Sea: And moreover the said Merchant doth promise to provide the said Master a sufficient pilot to bring the said Ship in and out of the Liws, and to pay all other pilotage, anchorage and other duties which in any port or harbour during the said voyage shall or may be claimed in respect of the said ship or goods, and to provide the said ship of sufficient convoy, if he the said Merchant or his assignes do require that the said Ship shall make her discharge in any unfree place: Provided that the said Master in his going for the said Islands or Liws is to put into *Tinmouth* haven, there to victual and provide himself, which time from his first comming in until his comming out again to Sea, is not to be reckoned to the Merchants charge: And the said Master doth promise and warrant his Ship to be strong and stanch, and to man and victuall her fitting to perform the said voyage, with all other necessary appurtenances. For the true performance of all which premises, the said parties do bind themselves unto each other in the penalty of 500 l. sterling, to be paid by the party defective unto the party observant.

And

And it is agreed by & between the said parties, that the monthly Freight above-mentioned shall run and continue untill the same Freight be fully paid, and that the said Master shall not abide or tarry in *Tinmouth* Haven longer than six daies, if wind and weather serve. Provided that the half-deck and fore-castle is to be for the Masters use and stowage

In witnesse whereof the said parties unto two Charter-parties of this tenor, interchangeably have put their hands and seals, Dated in, &c. the day and year above written.

A Deed to revoke several uses in settlement according to a power therein reserved.

TO all Christian People, to whom this present writing shall come, Sir R. C. of *Stefford* in the County of *Lincoln* Barroner, sendeth greeting in our Lord God everlasting. Whereas in and by one Indenture bearing date, &c. and made between Sir R. C. on the one part, and I S. Gentleman, servant of the said Sir R. C. on the other part, There is (amongst other things) one Proviso contained in these or the like words in effect hereafter following, (that is to say) Provided likewise, that it is hereby further declared and agreed by and between the said parties to these presents, and the true intent and meaning of them and of these presents is, that if the said Sir R. C. shall at any time hereafter during his natural life, be minded or purposed to alter, determine, revoke or make void all or any of the use or uses, estate or estates, trust or trusts herein before mentioned, declared, limited or appointed, and shall by any Deed or Writing to be by him the said Sir R. C. sealed and subscribed in the presence of two or more credible witnesses, declare and publish

lish his mind, intent and meaning to be, to revoke, alter, to make void and frustrate the said several uses, estate and trusts, before in these presents mentioned, declared, limited or appointed, or any of them, of, or concerning the said Castle, Mannors, Messuages, Lands and premises, or any of them, or any part or parcel of them, or any of them, that then and from and after any such declaration or publication so to be made as aforesaid, the same use and uses, estate and estates, trust and trusts, in and by these presents limited, expressed, declared or appointed, of, for and concerning the which any such declaration or publication shall be made as aforesaid shall cease and become utterly void, frustrate and of none effect, to all intents, constructions and purposes whatsoever; and that then and at all times from thenceforth the said I S and his heirs, and all and every other person and persons standing and beings, or which at any time hereafter shall stand and be seized of the said Castle, Mannors, Lands and Premises, shall stand and be seized of the same, or of such part or so much thereof, concerning the which any such declaration or publication shall be made as aforesaid, to such uses intents, trusts and purposes, as the said Sir R C in or by any such deed or writing as is aforesaid, or by any other deed or writing to be by him the said R C sealed and subscribed in the presence of three or more credible witnesses, shall declare, limit or appoint, and for default of such declaration, limitation or appointment, to the use and behoof of the said Sir R C his heirs and assigns for ever, and to or for none other use, intent, meaning or purpose whatsoever, as in and by the said Indenture (amongst divers other provisos and things therein contain'd) more plainly and at large it doth and may appear.

Now

Now know ye, that I the said Sir R C do by this my present deed or writing sealed and subscribed by me the said R C in the presence of (three) credible witnesses, declare and publish my mind, intent and meaning to be, to revoke, alter and make void and frustrate, and I do by these presents revoke, alter and make void and frustrate all and every the use and uses, estate and estates, trust and trusts in and by the said Indenture declared, limited or appointed, of, for and concerning all and every the Castle, Mannors, Messuages, Lands, Tenements, Advowsons, and all other Hereditaments mentioned, contained and specified in the said Indenture, with their and every of their appurtenances, and of, for and concerning every part thereof: And I do hereby further declare, limit and appoint, that the said Castle, Mannors, Messuages Lands, Tenements, Advowsons, and all other Hereditaments with their appurtenances, shall remain and be, and that the said I S and his heirs, and all and every other person and persons standing & being, or which at any time hereafter shall stand and be seized of and in the same, shall stand and be seized thereof, to the use and behoof of me the said Sir R C my Heirs and Assigns for ever, and to and for none other use, intent, meaning or purpose whatsoever. In witness whereof I the said R C have hereunto set my hand and seal the 28 day of February in the year of our Lord God according to the computation used in England, 1651.

An Indenture of Co-partnership, between four Merchants.

THIS Indenture Quadripartite, made the, &c. between R B Citizen and Goldsmith, of *London*, of the first part, W C Citizen and Goldsmith of *London* of the second part, T B Citizen and Goldsmith of *London* of the third part, and T L of *London* Merchant adventurer, late servant of the said R B on the fourth part, witnesseth, that the said R B W C T B and T L in consideration of the fidelity, trust, confidence, and good opinion which every one of them alwayes hath had, and yet hath and repleth in every other of them, have joined themselves to be co-partners together in the Trade of Merchandizing, that is to say, in buying, selling, uttering, vending or retailing of all sorts and kindes of wares, and all other kinds of businesses to the trade of a Merchant incident, belonging or appertaining, and the said Co-partnership to continue between them, from the first day of this instant moneth of *March* for and during the term and space of three whole yeares from thence next ensuing and fully to be compleat and ended; And to that end and purpose, they the said R B W C T L and T B have before the day of the date of these presents delivered into stock (to be used and employed in the said Trade of Merchandizing, as well within the Territories of *England*, as elsewhere in several places in the parts beyond the Seas,) in money, cloth, wares, debts, merchandizes, adventures abroad and here in *England*, adventures now already upon the Seas, and beyond the Seas, such several stock and stocks, and summe and summes of money as are specified and expressed in a Schedule indented to these presents annexed of the particular and proper stock severally put in, and severally belonging to each

one of the said several parties for their several quantity and proportion, being in the said Schedule severally set down, mentioned and declared, as by the same more fully and plainly doth and may appear: It is now covenanted, granted, concluded, condiscended, and fully agreed by and between all the said parties to these presents; and each one of the said several parties for himself respectively, and for his own particular part, and for his own several and particular Executors and Administrators, do and doth severally and not jointly covenant, grant promise and agree to and with every and each other of the said parties, his and their several executors and administrators by these presents in manner & form following, that is to say, that every and each of the said parties for himself during and by all the said space of three years (if all the said parties shall so long live) shall continue and abide together as joint occupiers and partners, and that every and each of the said parties shall from time to time, during and by all the said term (if they shall so long live) do their and every of their reasonable endeavours and diligence, by all the wayes, labours, and means that each of them can or possibly may, to the uttermost of their power, wit, cunning & knowledge, and for the most benefit, profit and advantage of every and each other, faithfully and truly in ploy, buy, sell, and merchandize, with all such and so much of the said whole stock, as shall in all manner of wise come to be committed to each one of their several charge, dispositions and government; and the gains and increate of every such part: And it is the true intent and meaning of all the said parties, to these presents, that the said W C shall manage the businesse and affairs for, &c. in the parts of Spain during the good liking of the said R B and there for the most part reside and have his continuance.

and being; the said T L to manage the businesse and affairs for *Stoade, Germany*, and those parts during the good liking of the said R B and there he for the most part to reside and have his continuance and being, and the said R B and T B to manage the businesse and affaires for *England*. And it is covenanted, granted and agreed by and between all and every the said parties to these presents, that all such gain, profit and increase as God shall send, and as shall come, grow or arise by reason of their said Trade and joynt-occupying, as is aforesaid, shall be from time to time during the said joynt-occupying, equally and indifferently parted and divided in manner following, that is to say, to every one of the said parties, their Executors and Administrators, a just equal and rateable part and proportion in and upon every 100. l. rateable and proportionably, according as to the quantity of each ones several Stock by them severally put in and appearing in the said Schedule, the same for his and their parts of the gaines, profit and increase, shall arise and amount unto. And likewise that all such losses, hurt and detriment as shall happen by the said joynt-occupying by evil debtors, adventures of the Seas, or otherwise, without fraud, or coven shall be paid and born in each ones several part and portion, according to the mannor and form of the dividend of the gaines aforesaid. And it is covenanted, granted and agreed by and between all and every of the said parties to these presents, and each one of the said parties for himself respectively for his own several and particular part, and for his own several Executors and Administrators, do and doth severally & not joyntly covenant, promise, grant and agree to and with every and each other of the said parties, his and their several Executors and Administrators by these presents; That there shall be

had and kept from time to time, during all the time of their joynt occupying and Copartnership together as aforesaid, as well for the accompt and affaires on this side the Sea, as likewise for the several accompts and affaires severally beyond the Sea, perfect just and true books of accompts and reckonings of all the said whole trade and dealing, as much as in each one his several power, and as concerning that place or places, and the businesse and affairs thereunto appertaining, wherein or whereunto he shall be used or imployed, shall and may be and lie, which shall be had, used and occupied by reason of the said joynt occupying: And that the said R B and T B shall have the custody and keeping of the books of accompt for *England*, and all things concerning the trade for *England*, the said W C shall have the custody of the books concerning the trade for *Spainne*, and the said T L shall have the custody and keeping of the books concerning the trade of *Stoade* and *Germany*, in every of which said books, shall be according to the possibility of each ones power, justly and truly entred and set down all manner of goods, wares, and merchandizes whatsoever, either bought or sold by means or reason of the said Copartnership and joynt occupying, with all debts thereof or therefore from time to time to be made, together also with all the gains, profit, commodity, winning or increasing that God shall send, and shall come of and by reason of the said joynt occupying; and also of such costs, losses, charges, and expences, as are or shall be expended, disbursed, laid forth, had or suffered by any wayes or meanes by reason of the said joynt occupying, which said book shall be used in common to and for the behoof of every and each of the said several parties, their and every of their several executors and administrators,

to have free acceſſe and recourſe unto, without let or interruption of each other, or the executors, adminiſtrators or aſſignes of each other. And alſo that every and each one of the ſaid parties ſhall from time to time, during all the time of their ſaid joynt, occupying and co partnership together, as is aforeſaid, according to the poſſibility reſpectively in each one of them, ſhew and make privy each unto other, and to ſuch of the Servants and Apprentices of each other, that ſhall attend upon the ſaid trade, all the affaires and dealings of the ſaid trade needful and neceſſary therein, thereabouts or thereunto belonging or to be maniſeſt, or made known. And alſo that every and each one of the ſaid parties twice in every year yearly during the ſaid Term (or oftner if need require) at, and upon the reaſonable requeſt of any of them to the other, ſhall to the beſt and uttermoſt of each ones power and knowledge, and as much as in him or them be or may be, make, yield, render and perfect unto every and each other, or to the executors or aſſignes of every & each other, at or in the City of *London*, a juſt, true and perfect accompt and reckoning of all the ſaid ſtock and ſtocks in the ſaid Schedule mentioned: And alſo of all ſuch other goods, wares, Merchandizes and ready money, as at any time hereafter during their ſaid trade and joynt occupying together, ſhall come to any of their ſeveral hands, occupying, cuſtody or governance, or to the hands of any other perſon or perſons, to any of their ſeveral or joint uſes, or by any their joint & ſeveral deliveries or appointments, or by the delivery or appointment of any the factors, or ſervants of them, or any of them by reaſon of the ſaid joynt occupying: And alſo of all the gains, profits and encrease that God ſhall ſend of the ſaid ſtock, goods, wares, merchandizes and ready money

ney or otherwise, by reason or occasion of the said joynt-occupying, and also of all such debts and duties as shall be owing unto the said parties or any of them, and by them to be owing to any person or persons by reason of the said joynt occupying; and that upon the perfecting and finishing of every such accompt, all the said parties, their Executors and Administrators shall subscribe their names to the same, witnessing each ones consent and agreement thereunto, for avoiding of doubts and questions which otherwise might happen or ensue.

And further, that it shall and may be lawful to and for every and each of the said several parties, and the Executors, Administrators, Servants, Factors and Assigns of them and every or any of them, at all convenient and seasonable time and times; during all the time of their joynt occupying together, at the liberty and pleasure of any of the said parties, their or any of their Executors, Administrators, Servants, Factors or Assignes, to have access and recourse to the books of accompt and reckonings, and to the notes and remembrances appertaining to the same any wayes touching or concerning the said Trade and joynt-occupying; and to search, peruse, and examine for the better discerning and trying out of all things, how and in what sort and condition the said Trade and joynt-occupying doth and shall from time to time proceed and stand. And it is further covenanted, granted, concluded and agreed, by and between the said parties to these presents, and every one of the said several parties before named for himself respectively, and for his several Executors and Administrators do, and doth severally and not jointly covenant, promise, grant and agree to and with the other of them, his and their Executors, Administrators and Assignes by these presents, that no bill, writ-

ring contract or bargain shall be made, at any time, during their said joynt-occupying together in the parts beyond the Seas, for any matter touching the said trade, otherwise than in the name of the said R B &c. if the same with reasonable convenience may be done: And that there shall no private occupying or trade of buying and selling, be had, used or occupied by any the said several parties, or any of their Factors, Servants or Apprentices, or any of them, or by any other to or for their uses, benefits or behoofs, in any wise or condition whatsoever, at any time or times during the time of their said Co-partnership, to the hurt and injury of the said General Trade, other than such as that the gain, commodity, advantage and profits thereof, shall equally be to the use of them the said R B. W C. T L. and T B proportionably according to the rate and proportion of their several Stocks aforesaid, saving that it shall and may be lawful to and for the said R B at his liberty and pleasure, with his overplus of stock at any time or times, during this Co-partnership, to use his Trade to and for the *East-Indies*, and also for employing of his ships, and to lend and dispose any his other money out by way of Loan or Use, and saving that it shall and may be lawful to and for all the said parties, during the term of their said trade, to deal for other men, with whom they shall no wayes have any partnership, and not hinder or be injurious to the said joynt-trade, and to receive the Factorage thereof to their own proper uses, any thing aforesaid to the contrary in any wise notwithstanding, And it is further covenanted, granted, concluded and agreed by and between the said parties to these presents, and each one of the said several parties for himself respectively, and for his several Executors, Administrators and Assigns, do and doth

inter-

interchangeably, severally and respectively, and not joyntly, covenant, grant and agree to and with the other of them, his and their Executors, Administrators and Assignes, by these presents, that they the said R. B. W. C. T. L. and T. B. their and every of their Executors and Administrators, shall and will within the space of two moneths next ensuing the end, determination or dissolution of the said term of Co-partnership, whether the same be by expiration of the said term of three years, or by the death or decease of any of the said parties, which soever of the same shall first happen, at or upon the request of every or any of them, unto the other, or the Executors or Administrators of any of them, make, yield, tender and perfect every one each of them to the other, and the Executors and Administrators of every and each of them, unto the other, at the now dwelling house of the said R. B. situate, &c. a just, true, perfect and final accompt and reckoning in writing, to the uttermost of every and each mans power and knowledge, of all and every the said stock and stocks mentioned in the said Schedule, and of all the gains and increase, losse and damage which God shall send, and which shall grow to or by the same, and of all goods, wares, merchandizes and commodities, before that time, had, bought, sold or dealt in with the same stock or stocks and gains aforesaid, and of all debt, trade and being due, summe and summes of money, received or paid out by means or in respect of the said Trade, and generally of all buying, bargaining, selling, trading and merchandizing, by the said parties or any of them, with the said stock or stocks, and gains and increase thereof aforesaid, and that then upon the perfecting and finishing of the said final Accompt, so as aforesaid to be made and done, all and every the said stock and stocks in the said Schedule

dule mentioned then remaining, and the gaines, winning and increase which God shall send, and shall appear to become and growing thereof, or by reason of the said Trade aforesaid, whether the same shall consist in money, wares, debts or otherwise, shall be indifferently parted, shared, paid and divided to and amongst the said parties, their Executors and Administrators, in kind proportionably and rateably, without fraud deceit or diminishing, in that full measure, as each ones several part shall justly and truly, in a true reckoning and computation thereof, arise and amount unto, in and upon every hundred pounds thereof, according to the quantity of each ones several stock and stocks in the said Schedule appearing and mentioned, and according to the plain true intent and meaning of these presents; and that such part and portion of the said stock and gaines, as upon the perfecting of the said final accompt; shall appear to be and consist in the debts and duties due and owing to the said parties or any of them, shall also from time to time, as the same or any of them shall be recovered or gotten in, by the said parties or any of them, be also parted, shared and divided to and amongst the said parties, according to the like rate, order, division and proportion as is before herein also expressed and set down, the debts, duties and other charges then to be owing or payable by the said parties, or any of them, for or in respect of the said joynt-trade, being first and before all things, thereout paid, deducted and allowed, and likewise the losses, if any shall be, to be in like proportion borne and sustained according to the rateable division of the gains aforesaid, and that then they the said parties and every of them, their Executors and Administrators, immediately upon the per-

perfecting and finishing of the said final accompt, Partition and Division as aforesaid, shall and will do their and every of their endeavours, by all the lawful wayes and meanes that they, or any of them may or can, for the more speedy recovery and getting in of all and every the said several debts and duties, from time to time to be due, or owing to them, or any of them, as part of the gaines and stock aforesaid. And that the charges of suing for and getting in of the said debts and duties from time to time, shall be borne and paid by all the said parties rateably according to the quantity of their several stocks and gaines aforesaid. And that if it shall happen any the said parties to die or depart this life during the said Co-partnership, that then in any such case no right or Survivor or Survivourship shall hold or take place, or be by them or any of them any wise challenged; claimed or demanded, but that they the said parties, and every of them shall and may lawfully give, devise, dispose and distribute his and their parts and portions of the said stock and stocks, gaines and increases to them severally and properly to belong and to be due, and belonging by the true intent and meaning of these presents, by their or any of their last Wills and Testaments, or by any other gift or devise, as fully and amply, as they or any of them could or might do of their own proper money and goods, not pertinent to this accompt or joynt trade. And likewise the executors and administrators of every such person and persons so deceasing, may have and enjoy his and their full rateable part and portion of the stock and stocks aforesaid, and of the gains and increase thereof, according to the true intent and meaning of these presents, without any let, trouble, hindrance or interruption of any other of the said parties surviving or overliving, his or their executors,

tors, administrators or assignes, or any of them, any usuage, law, custome or other impediment to the contrary thereof notwithstanding. And that all the said parties and persons, before mentioned, their executors and administrators, at all times as well during the said term of Copartnership, as afterwards, untill the end of the whole businesse shall be fully finished and brought to perfection, by all the good wayes and means that possibly can or may be, shall be aiding and assisting unto every and each other of them, their executors and administrators, for the obtaining, speedy getting, quiet holding and enjoying of every and each ones private and particular parts or portions to him or them to be due upon the partition or division aforesaid, according as to right and equity therein appertaineth and belongeth, and that without fraud or coven: And it is the intent, plain and true meaning of every and each one of the said parties to these presents, and each one of the said parties for himself respectively, for his own severall and particular part, and for his own severall and particular executors and administrators, do and doth interchangeably, severally and not joyntly, covenant and grant to and with every and each one of them the said parties, his and their severall executors and administrators by these presents, That it shall not be lawfull to or for any of the said parties at any time during this said Co-partnership, to take out or diminish any part of the said stock, or any the gains & increase thereof, other than such sum and sums of money as hereafter in and by these presents is licenced & allowed, & that no charge shall in any wise be put to the account of the Co-partnership but such as shall be for the trade of merchandizing in trade and occupying of the stock and stocks aforesaid, and the gains and increases that of them and concerning

ning the same shall come, arise or Increase, unlesse it be convenient hous-room, and ware house-rooms in the parts beyond the Seas, and for suing and getting in of debts and duties belonging to the joynt-trade, and other necessary charges belonging to merchandize necessary and behoofull for their said joynt-occupying, to be born by the general accompt of the said joynt trade, the charges of ware-hous-room, dier, lodging and such like, for the time any of the said parties, shall be within the City of London during the time of the said Co-partnership, to be upon the particular, and sole charge onely of the said R B his Executors or administrators: And it is covenanted, granted, concluded and agreed by and between all the said parties to these presents, and each one of the said parties for himself respectively, and for his own severall and particular part, and for his own severall executors and administrators do, and doth, &c. by these presents, That he the said W C by way of further recompence, his executors or administrators shall every year yearly. for and during all the time of the said Co-partnership, be yearly allowed out of the joynt-stock and general accompt, and thereby to be born, the yearly summe of 184 l. of lawfull, &c. over and above all other his gains and allowance herein before mentioned. 100 l. yearly whereof it shall or may be lawful to and for the said W C to take out of the same to use, spend, bestow and convert at his own free will and pleasure, so farre forth that the said W C do leave yearly the residue being the summe of 84 l. to rest, remain and runne to and in use to and with the said general stock during the said Copartnership; The profit and losse of which yearly summe of 84 l. to be dividnt to and amongst the said parties in like manner, according to the division and proportion of their severall stocks aforesaid

and^s

and the 84 l. yearly being the Principal, together with so much of the said yearly rent of 100 l. not formerly taken out, at the end and determination of the Co-partnership, to be to the said W C his Executors and Administrators fully satisfied and paid, or otherwise by him the said W C his Executors or Administrators out of his accompt to be deducted, and defaulted; and that he the said T L his executors or administrators shall by way of further recompence every year yearly for and during, &c. *pro ut supra*, for W C any matter, cause, article or thing before in these presents contained or rehearsed to the contrary thereof in any wise notwithstanding. And finally, it is covenanted, granted and agreed by and between the said parties to these presents, that each one of the said several parties before named, for himself respectively, and for his several Executors and Administrators, do and doth interchangeably, severally and not joyntly, covenant, promise, grant and agree to and with each other and every of them, his and their several Executors, Administrators and Assignes, by these presents, that if it shall fortune any variance, sute, difference, doubt, controversy, discord or contention to happen, grow or be moved by and between the said parties, or any of them, or the Executors or Administrators of them, or any of them, for, or upon or by reason of the said Trade and joynt-occupings, or any matter or thing thereupon depending upon or by reason of any matter or thing in these presents expressed or set down, that then and so often from time to time, as the same shall so happen, and before any sute arise, or trouble shall be attempted or sought by any of them against the other: all and every the said variances, differences, strifes, doubts, controversies and contentions shall
from

from time to time be referred and submitted to the hearing, order, award and determination of foure honest persons, being of the Company of Merchant-adventurers of *England*, for the time being, whereof one shall be chosen by the said R B. his executors or administrators, one other, &c. for the other three, as arbitrators in and for all and every the premises, if they shall be content to undertake the variances, strifes and contentions, so to them to be referred within the space of one moneth next after such referment and submission to them made: And further that they the said R B. W C. T L. and T B. and every of them, their and every of their executors and administrators respectively, for their and every of their own several and particular parts, shall and will from time to time stand to, abide, obey, performe, fulfill and keep, all and every such end and ends, determination and judgement, as by the said four persons so as aforesaid to be chosen shall from time to time be had, made and given up in writing, for and in the behalf of the said parties, as touching any the variances or differances aforesaid, without any further coven or deceit. In witness, &c.

An acknowledgment of a trust in an Indenture of bargain and sale.

THIS Indenture made, &c. whereas T W of, &c. by this Indenture of bargain and sale, bearing date, &c. for the consideration therein mentioned, did grant, bargain and sell unto the said I H S T A P. and R L their heirs and assigns, for ever, all that Mannor, &c. (recite the bargain and sale to the end of the *Habend*;) as in & by the said Indenture of bargain and sale amongst divers other Covenants, grants and agreements therein contained more at large it doth and

and may appeare. Which said recited Indenture of bargain and sale was so made unto the said I H S T and A P of meer and speciall trust and confidence, to and for the onely use, benefite and behoof of the said S S his Heires and assignes. Now this Indenture witnesseth, that the said I H, &c. do hereby confesse and acknowledge, that the said recited Indenture of bargain and sale, was and is made to and in the names of them the said I H, &c. of meer and speciall trust and confidence, to and for the use and behoof of the said S S his Heires and Assigns for ever. And further the said I H, &c. in accomplishment and performance of the trust and confidence aforesaid, do for them and every of them covenant and grant joyntly and severally to and with the said S S their Heires, Executors, Administrators, and assignes, by these presents, that they the said I H, &c. their Heirs and Assigns, shall and will from time to time hereafter, upon reasonable request therefore to be made, and at the costs and charges in the Law of the said S S his Heirs & Assigns, bargain, sell, convey and assure the said mannors & all and singular other the premises by the said recited Indenture of bargain and sale granted and sold, or meant mentioned or intended to be thereby bargained and sold, and everie part and parcel thereof, with their and everie of their appurtenances, unto the said S. S. his Heires and Assigns for ever, in such sort manner and form as by the said S S his Heirs and Assigns, or his or their counsell learned in the Law, shall be reasonably devised or advised and required, so alwaies, that the same Conveyances or Assurances, or any of them, contain no further or other warrantles then onelie against the said I. H, &c. and their Heirs. And further, that any time of the making and passing of such Conveyance or

assurance as aforesaid, the said Mannor and all & singular other the premises, shall be free, clear and discharged, of and from all and all manner of former bargains, sales, gifts, grants and incumbrances whatsoever, then before had, made, committed or done by them the said I H, &c. or any of them, or of or by any other person or persons whatsoever, lawfully claiming by, from, or under them, or any of them. In witness, &c.

An acknowledgement of a trust by a Deed-poll of a Lease.

TO all, &c. I T M of, &c. send greeting, &c. whereas T C D of, &c. by one Indenture of Lease made between, &c. and, &c. hath demised, &c. as in and by, &c. Now know ye, I the said T M do hereby confesse and acknowledge, that the Lease or demise of the premises aforesaid, was and is made to and in the name of me the said T M in trust and confidence, & to the intent that I the said T M should upon the request of the said E G her Executors, administrators or assigns, assign and convey the said Lease and premises to her the said E G her Executors, administrators or assigns, or to such other person and persons as she or they in that behalf shall name or appoint: And therefore in accomplishment and performance of the trust and confidence aforesaid, I the said T M for me, mine executors and administrators, do covenant and grant to and with the said E G her Executors, Administrators & assigns, by these presents, that I the said T M my exec. admin. and assigns shall and will from time to time, upon the reasonable request, and at the costs and charges of the said E G her Executors, administrators or assigns, assign and set over the above-mentioned premises, and every of them; and all the estate and interest of me the said T M my executors and administrators, in and to the same, clear and discharged of all incumbrances,

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by

by us or any of us to be done or committed unto the said E G her executors or administrators, or to such person or persons as she or they shall name or appoint. In witnesse, &c.

A Conveyance of Lands to the use of a Mans Heirs, with the profits during the Heirs minority, limited to the payment of the Donors debts and performance of the Testament.

THis Indenture made, &c. between the right Honourable W Viscount Hereford, &c. of the one part, and the right Honourable A. Lord Grey & alii, &c. on the other part witnesseth, that the said Viscount, for and in consideration of the Fatherly good will, favour and affection which the said Viscount beareth towards R and W the two Sons of the said Viscount, and for the advancement and preferment of the Heires males of the body of the said Viscount lawfully to be begotten, and for other the considerations hereafter in these presents mentioned and expressed, hath given, granted, enfeoffed and confirmed, and by these presents doth give, grant, enfeoff and confirme unto the said A. Lord Grey, &c. all those his Mannors, &c. with all and singular Liberties, Courts, Views of Frankpledge, Fairs, Commodities, Franchises, Priviledges, Jurisdiccions, Preheminences, Emoluments and appurtenances whatsoever to or for the said Mannors, Lands, Tenements, or Hereditaments used or enjoyed, in or out of the same, or any of them, or any part or parcel thereof, issuing, renewing, happening, used or exercised, and all, &c.

To have and to hold, &c. to the said A L G &c. and their heires for ever, to the use and behoof of the said V for terme of his life without impeachment of waste,

waste, and after the decease of the said V and during the time of the said R D son and now heir apparent of the said V or any other, being the heir of the said V shall be under the age of 21 years, and until some heir of the said V shall have accomplished the full age of 21 years, to the use of the said A L G and the Survivors and Survivor of them, and the executors and administrators of the Survivor of them, upon trust, and to the intent & purpose that the said A L G, &c. and the Survivors and Survivor or them, and the executors and administrators of the Survivor of them, shall take, receive, levy, possess, use and enjoy the Rents, issues, profits, revenues, commodities and emoluments of all and singular the said Lordships, Mannors, Lands, Tenements and Hereditaments, and other the premises, with the appurtenances, and the same employ during such minority or minorities, as is aforesaid, for and towards the performance, payment and satisfaction of all the legacies and bequests of money, annuities for years, and debts of the said V to be mentioned in the testament and last will of the said V according to the tenor, purport and true meaning of the said V in his said testament and last will to be declared, & to the use and intent that the said feoffees, and the Survivor and Survivors of them and their Heirs, shall with the profits, Revenues, commodities, issues and emoluments, coming, growing and arising of and in all and singular the said Lordships, Mannors, Lands, Tenements and Hereditaments, Bestow, disburse and expend from time to time the competent and necessary charges in the law and otherwise for the defence and maintenance of the possession and title of all and singular the premises, and every or any part thereof, and for the repair and defence of the buildings, edifices,

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houses

houses and Sea-walls in and upon the premises, or any part thereof from time to time necessary, meet and convenient to be disbursed, and expended, untill such time as the said Legacies debts and bequests of the said V. to be mentioned in his Testament, shall be performed, and untill some heir of the said V shall have accomplished the full age of 21 years, and after satisfaction of the said legacies, debts and annuities, and for the Surplusage that shall surmount the same debts, legacies and annuities, and other the charges aforesaid satisfied, to the use and intent that the said A L G, &c. shall imploy & suffer the premises and surplusage thereof, to go, remain and come to the use, profit and benefit of the heirs of the said V. And after the heirs of the said V shall accomplish the full age of, &c. That then the said A L G, &c. & their heirs, shall stand and be seized of and in all and singular the said Mannors, &c. to the use of the said R D and the heirs males of his body lawfully begotten, and for default of such heirs males of the body of the said R D lawfully begotten, to the use and behoof of the said W D second Sonne of the said V & the heirs males of his body lawfully begotten, and for default of such heirs males of the body of the said W D lawfully begotten and to be begotten to the use & behoof of the heirs males of the body of the said V lawfully begotten, & for default of such heir to the use of the heirs of the body of the said V. and for default of such issue to the use of the right heir of the said R for ever.

Provided alwaies, and it is the true meaning, use and intent of these presents, That if the said V at any time hereafter during his life-time, shall demise, grant or lease the said Mannors, Lands, Tenements, and hereditaments aforesaid, and other the premises by these presents granted or assured or any part

part or parcel thereof, by his deed indented under his seal, and with the subscription of his name with his own proper hand, for term of any year or years, life or lives, that then and immediately from and after every such lease, demise or grant, or such leases, demises, or grants, so to be made by the said V the said A L G &c. and their heirs, shall stand and be seized of and in the said Mannors, &c. so to be leased or granted, To the use and behoof of the same Lessees or Grantees, and every of them, and of their several executors, administrators and assigns during the termes and space mentioned in the said several leases, grants and demises, so to be made, according to the tenor form and effect of the same lease, grant or demise, leases, grants or demises, so that the yearly rent or rents mentioned or reserved by the said V in such lease demise or grant, leases demises or grants, be yearly paid to the said V during his natural life, and after his decease to such person or persons, as by the purport and true meaning of these presents, ought to have the reversion or remainder, reversions or remainders of the Lands, Tenements or Hereditaments so to be leased or granted, within the space of 20 daies next after reasonable request to be made for the payment thereof: And so that the same lessees or grantees their executors, administrators and assigns, do well and truly performe the conditions to be comprized in the Indenture or Indentures of their said several demises or grants, according to the effect and true meaning of the same Indenture or Indentures.

And that the said A L G &c. shall stand and be seized of the Reversion and Remainder, the Reversions and Remainders of the Mannors, Lands, Tenements and Hereditaments so to be leased or granted, and after the Determination thereof, Then

also of the same Mannors, Lands, Tenements or Hereditaments, so to be leased or granted, to such uses and intents, as they the said L G &c. should have stood or been thereof seized, by the purport and true meaning of these presents, if any such lease or grant had been thereof made; and that of and for such estate and estates, in such order and degree, with the same remainders and in such manner and form, to all intents and purposes as they should have stood or been thereof seized by the purport and true meaning of these presents, if no such lease or grant had been thereof had or made (here followeth a letter of Attorney for livery of seizin to the Feoffees, &c.) and then a proviso, That if the said V by his writing signed and sealed in the presence of 3 witnesses shall repeal, frustrate & determine, or declare to be determined, all or any the uses aforesaid, of or for the premises, or any part thereof, That then and from thenceforth the said uses so to be determined or declared to be repealed, for all such lands and the uses thereof, so to be declared, determined, shall be void and of none effect, and that then the Feoffees shall hereof stand seized to the use & behalf of the said V and his heirs; Then followeth a Covenant on the said V S part, that if the estate of the premises be not effectually conveyed him by force of from this grant to the said Feoffees, to the uses before specified, on this side the last day of, &c. next coming, that then and from thenceforth the said V and his heirs, and all others to be seized of the premises, so not sufficiently conveyed shall be thereof seized to the uses above specified and to such uses, and with such remainders as the said Feoffees or the Survivor of them should have stood seized thereof, by the purport of these presents, in case the estate thereof had been perfectly assured unto them or any

of them according to the true meaning of these presents: In witnesse whereof as well the said V as the Feoffees, have put, &c.

Memorandum of the seisin executed with the Tenants of one of the said Mannors Attournment.

Memorandum, that the sixteenth day of, &c. Live ry of Seisin was delivered and given by W W one of the Attorneys mentioned in the Indenture hereunto annexed, of, in and upon the Lands of the Farm of O parcel of the mannor of T mentioned in the said Indenture, and also of, in and upon the mannor-house and demesne Lands of T by the assent of I P Lessee for years of the same (saving his term) & also of, and upon the Coppice-woods called T P to R B one of the Feoffees, contained in the said Indenture, according to the tenor, purport and intent mentioned in the said Indenture, and for and in the name of the said Mannors of T and all other the lands, tenements and hereditaments mentioned in the said Indenture, situate and being within the said C and in the name and behalf of the Feoffees mentioned in the said Indenture; And the Tenants of the said Mannor, whose names are immediately under-written, at the same execution, hearing the Indenture read, did attorne and fully assent to the same according to the tenor, purport, intent and uses in the same Indenture mentioned.

An Indenture for the equal division of Goods, where there are four Administrators together, they bearing and allowing one with another equal parts of charges in Law in getting in the same, and like parts of all recovered against them.

THis Indenture quadripartite made between I C of, &c. on the first part; W C of, &c. of the second part, &c. Whereas the said I C and A his wife, W C and A. his wife, H H and H. his wife. & N C, and E. his wife, in the right of the same their wives together with I H brother of their said Wives, have had and taken upon them the administration of the goods and chattels of C W widow, deceased, late the wife of I W late of L. Dyer, deceased, and whereas also so much of the goods, chattels and debts which were of the said C. as are already come to their hands, are divided into five equal parts, whereof every of the said I C W C H H and N C in the right of their said wives, and also the said I H have severally had and taken their several parts of the same, and now are thereof severally possessed.

Now this Indenture witnesseth, that it is covenanted, granted and agreed between the said parties, And the said I W H and N for themselves and their said wives, and for their executors and administrators, & for the Executors and Administrators of every of them, do severally covenant, grant and agree every of them with the other by these Indentures in manner and form following, (*viz.*) That all the residue of the goods, chattels and debts which were of the said C. in possession or in right, which at any time or times hereafter shall come to the hands of any of the said parties, or of the Executors or administrators of any of them, shall be divided & parted into 5 equal parts

as aforesaid, from time to time, as the same shall happen to come to the hands of any of them, wherof the said I H to have one part of the said five parts, and that then the other four parts thereof shall from time to time be equally divided betwixt the said I W H and N and their severall Executors and administrators, without benefit of Survivorship by any meanes to grow to such of the said parties or their wives shall fortune to Survive.

And it is further covenanted betwixt the said parties in form aforesaid severally, that if any action or sute be now depending, or hereafter shall be commenced against the said administrators of the said C W or any of them, for any thing wherewith they shall be chargable in the Law, by reason of the said administration by them taken as aforesaid, That then in every such case, the said I W H and N their Executors and administrators, and every of them severally for his own part, upon notice and request made and given by one of them to the other, or by any of their executors or administrators, shall bear and pay one equal fourth part of all charges and expences to be laid out in the defence of any such Sute, and one like fourth part in execution, and to the satisfaction of any judgment and recovery which shall happen to be given or had against them or any of them in any such sute or action as aforesaid.

And that they the said I W H and N and their said wives their executors or administrators, and the executors or administrators of every of them severally for their own part upon like reasonable request, shall and will do, knowledge and suffer in the Law towards the other of them all and every thing and things which from time to time shall be requisite or needful to accomplish and performe their accord, covenants and agreements made amongst them by
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these presents, according to the purport and true meaning of the same.

And moreover, that they the said parties, their Executors and Administrators, and every of them, upon like request as aforesaid, shall notify, expresse and truly declare from time to time to the other, all such goods, chattels and debts whatsoever which were of the said C and which they shall know and understand to be in any place or custody, and not parted, distributed, severed and divided according to the tenure and effect of these presents, to the intent every of them may have his or their equal parts thereof, according to the tenure of these presents, without fraud or coven.

And that for recovery of any debts, goods, and chattels, which were of the said O to be had and recovered to and for the use of the said parties, their Executors and Administrators, and of the said I H and in manner and form aforesaid, They and every of them shall for their equal four parts bear and sustain one equal fourth part of all costs and charges in and about all and every the said recovery and recoveries, to be borne and sustained from time to time as shall be needful and reasonable.

And it is further covenanted, granted and agreed betwixt the said parties, the said parties and every of them do also for them, their Executors and administrators severally covenant and grant to and with the other by these presents, that if it fortune the said I H to die intestate, by reason whereof any of the goods, chattels, money, plate or jewels of the said I shall grow or come by reason of Law unto the said parties or their wives, or any of them, that then the Survivor or Survivors of the said parties, or their said wives, their Executors or Administrators, to whom ny such the goods, chattels, money, plate or jewels

els shall fortune to grow or come, shall divide the same into four equal and several parts, and shall retain to his or their use one part thereof, and the other three parts shall be severally delivered unto the other three parties to these Indentures, to their several Executors or Administrators equally, within two moneths after they shall fortune to have or come by the possession of any such goods, chattels, plate, jewels, money, &c. In witnesse, &c.

A Defazance upon a Statute excellently well penn'd it being for the payment of two thousand pounds at the end of six moneths, and of 200 l. per annum during life.

THIS Indenture made the, &c. day of, &c. in the, &c. of our Lord God, &c. Between B P of London widow, of the one part, and W. P of London aforesaid Esquire, Sonne unto the said B of the other part, Whereas the said W P hath lately sold and conveyed the Mannor of L in the Countrey of W and divers lands thereunto belonging, unto Sir W P Knight, and the said B P hath joynd with him the said W L in a fine thereof levied, part of which said Mannor and lands of the value of 100 l. per annum, were heretofore settled and assured upon her the said B for her life, for her joynture, by W P Esquire, deceased, her late husband; And whereas the said W P is indebted to the said B the summe of 2 thousand pounds of lawful money of England, which had remained in his hands for some years last past, and by agreements between them, the said W P hath hitherto paid the sum of, 100 l. per annum, as interest or consideration for forbearance of the said money, and is still to pay the like summe so long as the 2000 l. shall remaine in
his

his hand. And whereas also the said W P by one Recognizance or writing obligatory of the nature of a Statute of the Staple, bearing date the first day of this instant month of *April*, taken and acknowledged before Sir I B Knight, Lord Chief Justice of the Court of Kings Bench at *westminster*, according to the forme of the Statute in that case made and provided for the Recovery of Debts, standeth bound unto the said B P in five thousand pounds of lawful money of *England*, payable as by the said recited Recognizance or writing obligatory more plainly may appear; Now this Indenture witnesseth that the said B P is contented and pleased, and doth for her self, her executors and administrators, covenant, promise, and grant and agree to and with the said W P his heirs, executors, administrators, and assigns, and to and with every of them, by these presents, That if the said W P his heirs, executors, administrators or assigns, or any of them do pay or cause to be paid to the said P B or her assigns, the sum of 200 l. of lawful money of *England* yearly, for & during the natural life of her the said B at two usual Feasts or terms in the year, that is to say, the feast of St. *Michael* the arch-angel, and the *Annuntiation* of the blessed *Virgin Mary*, by even and equal portions, or within one and twenty dayes next after either of the said Feasts, the first payment thereof to begin at the Feast of, &c. now next ensuing or within 21 dayes next after the said Feast; And likewise if the said W P his heirs, executors, or administrators, or any of them, do and shall well and truly pay or cause to be paid to the said P B her executors, administrators or assigns the sum of two thousand pounds of lawful money of *England*, within six monethes next after notice or warning given to that purpose to the said W P his heirs, ex-
ecutors,

ecutors or Administrators by any writing to be subscribed and sealed by the said B P her Executors or Administrators in the presence of two credible witnesses, or more, and shall in the mean time untill the payment of the said 200 l. pay or cause to be paid unto the said B her executors, Administrators or Assigns, after the rate of 100 l. *per annum*, according to the agreement aforesaid, the same to be paid by 50 l. every half year, and the first payment thereof to be made on the Feast-day of, &c. or within one and twenty days next after the said Feast now next ensuing the date thereof; That then the said recited Recognizance or Writing obligatory shall be void and of none effect, or else the said W P for him his Heirs, Executors and Administrators, covenanteth willeth and granteth by these presents, that the said Recognizance or Writing obligatory shall stand and remain in full force and virtue.

A Release made to a Sheriff for discharging of a Prisoner.

K Now all men by these presents, that I G R of S in the C of D Victualler, have remised, released and quit-claimed, and by these presents do remise, release and quit-claim unto Sir W S Knight, now Sheriff of the said County of D all and all manner of actions, Sutes Troubles and Incumbrances whatsoever; which I may, might or ought to have against him, for or concerning the discharging or setting at liberty of E N of S in the said County widow, being arrested and imprisoned upon a *Capias ad satisfaciendum* out of the Court of Common-pleas at *Westminster* for 60 l. debt. and 50 s. and 4 d. costs at my lute, returnable *à die Pasche in unum mensem* last past. In witnesse whereof I have here-
unto

unto set my hand and seal the 21 day of *May*, Anno Dom. 1627.

An assignment of a Statute, by an Executor, to two of the Creditors of the Testator, in lieu and satisfaction of their Debts of the same value, singularly well drawn.

THis Indenture made, &c. between I C of the Inner-Temple London, Esquire, Sonne and Administrator of the goods and chattels of W C late Citizen and Scrivener of London deceased, of the one part, and M W of London widow, and H I of London Gentleman, of the other part. Whereas the said W C at the time of their death, stood indebted unto the said M W in the summe of 100 l. principal debt, and to the said H I in the summe of 200 l. principal debt, besides interest of the said debts; And Whereas Sir T P of N in the C of D Knight, in and by one Recognizance or Statute, in the nature of a Statute-staple, bearing date the twentieth day of *July*, in the ninth yeare of the Reign of the late King *Charles*, and made according to the Statute made and proceed for recovery of debts, taken and acknowledged before Sir R H Knight, then Lord Chief Justice of his Majesties Court of Common-pleas at *Westminster*, is and standeth bound unto the said W C in the summe of six hundred pounds of lawful money of *England*, payable at the Feast of Saint *James* the Apostle then next ensuing, as by the said Statute more at large appeareth. Now this Indenture witnesseth, that the said I C for and towards the payment and satisfaction of the said debts, due unto the said M W and H I hath given, granted, assigned and set over unto the said M W and

and H I their executors, administrators and assigns, the said Recognizance or statute, and all his right and interest therein, and all actions, extents and executions to be had or prosecuted upon the same in as large and ample manner and form as he the said I C hath or at any time hereafter may or might have, by force of the said Statute. And further the said I G doth by these presents constitute, authorize and make the said M W and H I his true and irrevocable lawfull Attorney and Attorneys, joyntly and severally to sue and prosecute all manner of Actions, sutes, demands and executions, in and upon the said Statute and Recognizance in the name of the said I C his Executors or Administrators, and to receive and recover the said summe of 600 l. in the said Statute mentioned, and all other summe and summes of money, benefit and advantage, which shall or may lawfully be had or gotten upon the said Statute or Recognizance, authorizing them and every of them by these presents to retain all such Councillors and Attorneys, for the executing of the said sutes, extents and executions, as shall be required for the following and furthering of the same, and to do and execute all and every other lawfull act and acts whatsoever, which shall be meet and expedient in and about the premises, and the said L C. doth for himself, his Executors and Administrators, covenant, promise and grant, to and with the said M W and H I that the said I C his Executors and Administrators, shall and will permit, suffer, allow, justifie and maintain, all such lawfull actions, sutes, extents and executions as the said M W and H I or any of them, their Executors or Assignes shall and will sue or prosecute, for the levying, taking and receiving of the said sum of 600 l. contained in the said Statute,
in

In the name of the said I C his Executors or administrators, and that all summe and summes of money, Recoveries and Executions to be had and obtained upon the same by any Sute, Action or Execution, or otherwise, shall be to the only use of the said M. W. and H I to be divided betwixt them proportionably according to their severall debts, in as large and ample manner and form as the said I C might have had the same, and that the said I C hath not, nor he, his Executors or Administrators shall not at any time hereafter release or discharge the said debts contained in the said Statute, nor any Action, Extent or Execution to be had upon the same, nor do any act or acts in prejudice of the same. And further, that he the said I C his Executors and administrators shall at any time during the space of two years next after such time as the same Statute shall be executed by way of Extent, make or cause to be made by the said M. W. and H I their Executors, administrators, and assigns, to the only use and behoof of them the said M. W. and H I as aforesaid, upon reasonable request, and at the costs and charges in the Law of them the said M W and H I their executors, administrators or assigns, all such reasonable Assurance and Conveyance of the land which shall be extended and put in execution upon the said Statute, as shall be reasonably devised by the said M W and H I or either of them, their Executors, Administrators or assigns, or their or any of their Council learned in the law, discharged of all incumbrances done by the said I. C his Executors or Administrators. In witnesse, &c.



PRESIDENTS

FOR

Bills, Answers, Replications, Demurrers, Rejoinders, &c. in Chancery.

*A Bill to be relieved against Bonds, being but a Surety,
and for obtaining an Injunction,*

*To the Right Honourable the Lords Commissioners of the
Great Seal of England,*

IN all humbleness complaining, sheweth unto your good Lordships your daily Orator I S, &c. That whereas about a year now last past, your said Orator having but lately before attained to his full age of 21 years, and being in possibility of good means from his father, was inveigled and drawn in by one I H of L. Goldsmith, and one G B whom the said H used for his Instrument therein, and did at their solicitations and perswasions, and upon their promises to supply your Orator with money for his then present occasions, enter into and became bound together with the said B. and one I I then a stranger to your Orator, unto the said I H in and by two several bonds of obligations, the one of them bearing date, in or about, &c. be-

u

Any

ing of the penalty of 20. l. with condition for the payment of 100 l. or thereabouts, at six moneths then following, or some other time in the said condition mentioned, now long since past, and the other of the said bonds bearing date, &c. At the time of entering into which said bonds your Orator was confidently told and promised as well by the said G B as by the said I H that he your said Orator should have for his own use, all or the greatest part of the money mentioned in the several conditions thereof, and that he should not be compelled to repay unto the said I H any more money, but only so much as he should receive upon the security of the said bonds, and the interest thereof, after the rate allowable by the Statute, and that he should not be troubled with any payment, untill he well were enabled by his Fathers means to discharge it, which moved your Orator the more willingly to enter into the said bonds, he presuming that he should have had his want of ready money supplied thereby; but after your Orator had entered into, sealed & delivered the said bonds, he could not get nor did receive of, or from the said I H the Obligee or any other any money at all, or other thing whatsoever, nor was there any money at all or other thing of any value disbursed, paid or delivered by the said I H upon, for or in respect of the said bonds so entered into, or either of them, but if any money or commodities were disbursed or delivered for or upon the said bonds, then was it of small value, and that received only by the said G B who either converted the same unto and for his own private use, or else paid it back and restored it to the said I H or whatsoever it were, howsoever disposed of, yet had not your Orator ever any penny or part thereof, and thereof your Orator presumed

presumed he should not have been any way troubled
 sued or molested, upon or by reason of the said bonds
 or either of them, he having not received the money
 or any part thereof, for which the same were in-
 tended, nor any consideration at all, for, or in re-
 spect of such his entering into the said bonds, but
 was greatly disappointed for want thereof, to his
 no small hindrance, as was and is well known both
 to the said I H and G B whom after the entering
 into the said Bonds, your Orator often solicited for
 the money thereupon promised unto him, and
 they as often delayed him with promises thereof,
 but to this day your Orator never had, nor could get
 from them or either of them, any money, commo-
 dities or other considerations whatsoever, and so
 was meerly abused by them therein. Yet now so it is,
 may it please your good Lordships, that the said I H
 and G. B. intending to make a prey of your Orator,
 and having to that end drawn him into the bonds a-
 foresaid, and being combined and considered to lay
 upon him, the whole burthen and penalty thereof,
 have, the better to effect the same so plotted, as that
 the said G. B. who was and is privy to the whole
 passage of the businesse before mentioned, and
 whom the said H. used as his Instrument to draw
 your Orator into the said bonds, hath lately since
 the money mentioned in the Conditions thereof,
 become thereby due, absented himself with the
 privy and by the procurement of the said H and
 liveth now in remote and obscure places unknown
 to your Orator, but well known to the said I. H. who
 while the said B. was here present, never demanded of
 your Orator any money at all, nor any way questi-
 oned him upon the said bonds, or either of them,
 but now the said G B (who could detect his dealing
 in the premises) being absent and kept out of

the way, he the said I H upon advantage therein, and in pursuance of their plot aforesaid, doth now pretend and give out in speeches, that the said bonds were real securities, and entred into for just debts, and that your Orator and the said B B and I I or some one of them, had of him the said H Money or Commodities of the value of money mentioned in the Conditions of the said bonds, which money he pretendeth to be still unsatisfied, and the said bonds thereby forfeited; and thereupon he the said I H hath of late arrested your Orator, and commenceth or threatneth to commence and prosecute several suits against him at the Common-law upon the said several bonds, and sparing the said G. B (whom he hath purposely absented) bendeth all his force against your Orator: & albeit he the said I. I. hath received satisfaction of and from the said B B and I I and of and from some others in their use, or in their behalf, of and for all the money and Commodities, if any other were lent and delivered by him upon the said bond, and knoweth well that your Orator had never any part of such money or Commodity, nor any consideration at all, for or in respect of his entering into the said bonds, but was merely drawn thereunto upon the promises aforesaid, which were never performed unto him; yet he the said I H continueth still his suit and threatnings of suit against your Orator, at the Common-law upon the said bonds, with intent to recover of him the whole penalties thereof: and the said B B giveth way and furtherance thereunto, and will take no course to free and discharge your Orator thereof; nor will the said I. H. seek for satisfaction as he ought, (if any be due unto him at the hand of the said B B) nor discover where the said B B is, but both of them by a joynt confederacy

cy between them, intend to lay upon your Orator the whole burden and penalties of both the said bonds, and then to share and divide the same between them, contrary to all rights and rules of equity, and to your said Orators apparent wrong and insupportable hindrance, unlesse he may find redresse for the same before your Lordships in the justice and equity of this honourable Court. Intender consideration whereof, and of all the aforesaid premises, and for that your Orator is void of all remedy by the course of the Common-laws of this land, to relieve himself in the said premises, and cannot there plead the matter of equity before alledged, nor any other sufficient plea in barre, or be discharged of the said bonds and of the suits there commenced and threatened against him thereupon, nor can thereby compell the said B. B. to take any course for your Orators discharge of the said bonds, and there enforce him and the said I. H. to perform and make good unto your Orator their promises aforesaid, for that your Orator hath no such precise proof of the said premises by witnessses now living and extant, as the Common-Law in such cases requireth; but your said Orator is for all those matters before your Lordships in course of equity properly to be relieved, where he hopeth the said I. H. and B. B. will upon their oaths, if they may be thereunto called, confesse their said promises, and the premises to be true in such sort as aforesaid; or if they shall deny the same, that yet your Orator shall be able to make such proof thereof by circumstances as may in equity move your Lordships to relieve him therein: Therefore & to the end the said I. H. & B. B. may upon their oaths declare, and set down what, & how much money or commodities, and what sorts, and value the

said I H disbursed, lent or delivered upon the security of the bonds aforesaid, and when and to whom, and whether he had the same or any part, and what part thereof back again, and what other satisfaction he the said I H hath received for or towards the said bonds, or the money mentioned in the Conditions thereof, and for whom, and to the end that the said I H and G B may be ordered to discharge your Orator of and from the said Bonds, and that all suits at the Common-Law thereupon against your Orator may be stayed, that the matters concerning the same may be here determined in and by this honourable Court, according to equity: May it please your good Lordships, the premiles considered, as well to grant unto your said Orator processe of Injunction to be directed to the said I H commanding and enjoining him, his Councillors, Attorney or Agents and Solicitors, thereby to surcease and stay all Sutes and further proceedings at the Common-law, against your Orator upon the bonds aforesaid, or either of them, untill the matters of equity concerning the same be heard and determined in and by this honourable Court; As also to grant unto your Orator processe of *Sub pœna*, &c.

A Bill of Revivor.

Humbly complaining, &c. R W of, &c. brother and heir of W W late of W, &c. That whereas the said W W in his life-time, viz. in Easter-Term, in the fourth year, &c. exhibited his Bill of complaint in this High and Honourable Court of Chancery before your Lordships, the tenor whereof followeth in these words. To the Right Honourable, &c. (recite the whole bill *verbatim*.) And the said W C being accordingly served with processe of *Sub pœna*, issuing out of this Court, appeared in the said term, &c. and upon his

his corporal Oath then & there made his answer to the said bill of complaint, which answer remaineth upon record in the Honourable Court, whereunto your Orator, concerning the particular matters and circumstances therein contained, prayeth, that he may refer himself for more certainty, (*& then in brief, shew all the further proceedings in particular*) since which time, may it please your good Lordships, that the said W W died, whereby the said bill, proceffe and whole proceedings thereupon are abated, and yet neverthelesse the whole right, title and interest of him the said W W in all the said Messuages and Lands by his death are lawfully descended and come to your Orator, as brother and next heir unto the said W W so that your Orator in equity ought to have such remedy, benefit and advantage against him the said W C for all the said Lands, &c. as the said W W might have had at any time in his life-time: May it therefore please your good Lordships, the premisses considered, that the said bill, answer, replication, depositions, orders, and certificates, and the whole proceffe and proceedings upon all and every of them, may be revived and stand in such state for your Orator against the said W C and his heirs, to all intents and purposes as the same were for the said W W at the time of the death of him the said W W and that your Orator may thereupon have such and as great benefit and advantage against him the said W C as your Orators said brother W W might have had at the time of his death; and likewise that it may please your good Lordships, to grant unto your Orator proceffe of *Sub-pœna*, &c.

The beginning and conclusion of a single Answer.

THe said Defendant saving and reserving to himself, now and at all times hereafter, all benefit of exception unto the incertainties, insufficiencies and imperfections in the said bill of complaint contained, for a full, plain, perfect and direct answer unto all and every the matters, allegations and things which are in the said Bill of complaint contained in any sort or wise material or effectual in the Law for this Defendant to answer unto, saith, &c.

The Conclusion.

Without that, that any other matter or thing in the said bill of Complaint contained, material to charge this Defendant withal, or effectual by him to be answered unto, and not hereby sufficiently answered unto, confessed or avoided, traversed or denied is true in such sort, manner and form as herein before is expressed: All which this Defendant doth and will be ready to aver, maintain and prove, as this Honourable Court shall award; and humbly pray to be hence dismissed with his reasonable costs and charges in this behalf wrongfully sustained.

A Plea and Demurrer.

THe said Defendant by protestation, not confessing or acknowledging any matter or thing in the said bill of Complaint contained, laid to the charge of this Defendant, to be true in such manner and form as is therein set forth: Saith, that the said bill doth contain therein against this Defendant (as he is by his counsel advised) many apparent imperfections, incertainties and insufficiencies, such

as

as do afford unto him just cause and matter of exception, to plead in bar, of the plaintiffs further proceedings against him in this honourable Court, thereupon the benefit and advantage of exception, whereof this Defendant apprehending accordingly saith, first for answer to so much of the said bill as is material to charge him withal; That he beleeveth it to be true, &c. (Answer what is necessary to be answered to the Plaintiffs bill.) And as unto the accompt which the plaintiff by his said bill demandeth of this Defendant, and to all other the matters of the said bill not before hereby answered unto, he this Defendant, for and by way of Demurrer thereunto saith, &c. And for all these matters, causes and reasons before alleadged, and for divers other apparent uncertainties and insufficiencies in the said bill, doth under favour of this honourable Court demur in law unto and upon all those points of the said bill not before answered unto, and demandeth judgement of this honourable Court, whether the premises standing in state as is before alleadged, he this Defendant shall be compelled to make any other or further answer thereunto; and whether the Plaintiff shall be admitted to any relief, examination of witnesses, or further proceedings against this Defendant in this honourable Court thereupon, whose judgement therein this Defendant humbly expecteth, and most humbly prayeth to be dismissed, &c.

A Certificate for a Forma Pauperis in Chancery.

*To the Right Honourable the Lords Commissioners for
the Great Seal of England.*

MAY it please your Honours, to be advertised by us, whose names are here under written, That to our knowledge A C of, &c. is a very poor woman, and not worth 5 l. and there being a Sure in Chancery lately commenced against her by one R B the same, besides her trouble is like to bring upon her great expence, and unlesse the same may be prevented by your Lordships favour by admitting of her in *Forma Pauperis*, the defence of such Sure otherwise is like to tend to her undoing. The consideration of all which we humbly leave to your Lordships further consideration, and do rest

At your Honours or Lordships
commands,

An Affidavit for the same.

IS of, &c. maketh Oath that he verily believeth that I A C of, &c. is not worth 5. l. of her own proper goods (her debts being paid) and she is very lame, and by reason of her infirmity not well able to travel to London about such Sure as is prosecuted against her by one R. C.

Jurat. 20. die Mei
I. M,

The

The Petition on the same.

To the Right Honourable, &c.

*The Humble Petition of A C of, &c. widow defendant
to the bill of Complaint of R B Complainant.*

S Heweth, that your Petitioner is a very poor woman, and not worth 5 l. as may appear by the Certificate hereunto annexed of sundry persons of quality, to whom her poverty is well known: and there being this last Term a long bill exhibited by the Plaintiff in Chancery against her for and concerning, &c. and other things of like nature, she in respect of her poor estate shall not be able to answer or defend that Sure, unlesse your Lordships be pleased to admit her *in Forma Pauperis*, to be sued and sue concerning the same.

Wherefore your Petitioner doth humbly desire, that your Lordships in consideration of her poverty (she being not able to travel) would be pleased in that behalf to admit her *in Forma Pauperis*, and to assign Master G and Master T to be of her Counsel, and Master M to be her attorney, and she shall ever pray, &c.

Ans. Upon the Certificate and affidavit of Poverty annexed, let the Petitioner be admitted to sue and be sued *in forma Pauperis*, as is desired.

T G, &c.

*The form of the title of a second answer to be made upon
a Report, &c.*

T He further answer of A B one of the Defendants to the bill of Complaint of CD Complainant,

nant according to the report of E F one of the Masters of this Court made the 17 day of J. and of an order of this Court of the 8 day of this instant month of A. 1644.

The said Defendant in obedience of the said order, and for further satisfaction of this honourable Court saith, &c.

All which matters and things he this Defendant is and will be ready to aver and prove, as this honourable Court shall award, and prayeth as in his former.

The form of Rejoynder.

THe said Defendant saving to himself now and at all times hereafter all and every the advantages of exception to the incertainties & insufficiencies of the said Replication, for Rejoynder saith; That he will aver and prove that his said answer by him put into this honourable Court, to the bill of the Plaintiffs is very true, certain and sufficient in the Law, & that all and every the matters, articles and things therein contained are true, in such sort, manner and form as in and by this Defendants said answer they are truly set forth and declared; without that, that any other matter or thing material or effectual in the law to be rejoined unto in the said Replication contained, and herein not well and sufficiently confessed or avoided, traversed or denied, is true; All which matters and things this Defendant doth and will aver and prove, as this honourable Court shall award, and therefore prayeth, as in and by the said answer he hath already prayed.

Another Petition for admittance in Forma Pauperis.

Humbly sheweth, that D^E IS and others have much wronged and oppressed your Petitioner, to his utter undoing, as may appear by several writings extant to be shown, and because his adversaries are rich and powerfull, and your Petitioner poor and distressed, he is unable to contend in Law for his relief.

Now for that your Petitioner is not worth five pounds in all the world (his Debts paid) he most humbly beseecheth your Lordships to admit him *in Forma Pauperis*, in this honourable Court against the said parties and others, appointing him such for his Counsel, and such for his Attorney as your Lordships shall think meet, and your Petitioner shall pray, &c.

A Warrant upon a Reference to a Master.

20 *Jmii.*

1633. *Inter W. O. quer. & R. G. Defend.*

BY vertue of an Order of the 30 of M. last past, I have appointed to consider of the matter to me referred on T next at four of the clock in the afternoon, at my Chamber in, &c. whereof let the said Plaintiff, his Clerk or Solicitor have notice to the end they may then and there attend, and with Council if they please.

L E

*An Affidavit for serving a Sub pœna. Inter I G
Quer. & R W Defend.*

JG of S in the County of, &c. maketh oath, that
Jon, &c. of this present *February*, he personally ser-
ved a *Sub pœna* out of the honourable court of Chan-
cery under Seal on R W of, &c. by delivering that
(or the Label or body,) &c. at his house unto the
wife of the said R W by which *Sub pœna* he was to
appear at the Sure of I L of, &c. and was returnable
the first of this present month of, &c.

Furat. 6. die Febr. 1633
I P

A Replication.

*The Replication of T E Plaintiff to the answer of
G C Defendant.*

THE said Repliant, saving unto himself now and
at all times hereafter, all and every the advan-
tages and exceptions, to the incertainty and insuffi-
ciency of the said Answer, for replication thereunto
saith, That he will aver and prove, that his said
bill by him exhibited against the Defendant into this
honourable Court, is true, certain and sufficient in
the Law to be answered unto, and that all and every
the matters, articles and things therein contained
are true in such manner and form, as in and by the
said bill is set forth, and that the answer of the de-
fendant is uncertain and untrue, and insufficient to
be replied unto, without that, that any other mat-
ter or thing material or effectual in the Law contain-
ed in the said answer to be replied unto, and herein
nor

not replied unto confessed and avoided, traversed or denied is true, all which matters and things, the said Plaintiff is, and will be ready to aver and prove as this honourable Court shall award, and therefore he doth pray, as formerly by his said Bill he hath already prayed.

An Affidavit that the Defendant cannot answer without sight of writings in the Country.

Inter. } R.G. Quer. & W.O.
& al. Defendants.

THe said Defendant W O maketh Oath that upon perusal of the Plaintiffs Bill, he findes he cannot make direct and perfect answer to the same without the sight of certain writings, which are in the County of H about thirty miles distant from this Court: and further deposeth, that his wife is at this present so sick and weake, that she is not able to make her personal appearance in the Court without danger of her life.

Furat. 27. die M. 1633.

I. M.

The form of an Administrators accompts.

THe accompt of L S, &c. Administrator of all and singular the goods and chattels of R S of, &c. his brother deceased, as well of and for such and so much of the same goods, and chattels as came to his hands, as of and for his payment and disbursements out of the same, as followeth, &c.

The said Accomptant chargeth himself with all and singular the goods and chattels of the said deceased, specified in an Inventory thereof made and exhibited into the Registry of the Prerogative Court of

of *Canterbury*, amounting as by the same Inventory
appears to the summe of _____
and petitions for allowance, as follows.

Imprimis, the said Accomprant desireth allowance
of the several charges of the said deceased, as fol-
loweth, viz. &c. amounting one way and other, as
this Accomprant hath them in particulars to the
summe of _____

Item, The said Accomprant desireth allowance of
certain Debts due by the deceased at his death,
which this Accomprant hath since his death paid and
discharged, that is to pay and discharge as followeth,
viz. Imprimis, to such a one _____

The leading of an Inventory.

A True Inventory of al and singular the goods, chat-
tels and credits of R S Gentleman deceased,
praised at L. the day of, &c. by I T, &c. as followeth
Imprimis his purse and apparel _____

Item, his books _____

Item, the annuity of A. B. _____

Item, the reversion of N. clofe _____

Summe _____

Item, one R. and E. _____

Debts _____

Item, debts owing him _____

Item, desperate debts _____

Summe _____

An

*An answer to a bill to be relieved against 8l. per centum,
for money left in the hands of a purchaser
paid for after that rate.*

*The several answers of I L one of the Defendants to
the bill of complaint of S C Esquire complainant.*

THe said Defendant, now and at all times hereaf-
ter, saving to himself all advantage and bene-
fit of exception to the uncertainties and insuffici-
encies of the said complainants bill of complaint,
for answer thereunto he saith, True it is, that in
November, &c. he this Defendant together with his
brothers, F L and W L did bargain and sell
unto W C in the complainants bill named, and
to his heirs, the scite of the capital messuage or
Farm of C with the appurtenances in the County
of O in the bill mentioned, with other lands and
premises, for which the said W did covenant and
agree to pay the summe of six thousand pounds, as in
the complainants bill is mentioned; one thousand
pounds whereof the said W C was by agreement to
keep in his hands, being part of the purchase money
for the benefit and behoof of B L widow, this de-
fendants mother, and for the defendant F L this
defendants brother, and to such person or persons,
and to and for such use and uses as the said F should
nominate and appoint, to the intent that the
said B in consideration of the said one thousand
pounds remaining in the hands of the said W C
should receive fourscore pounds *per annum* in re-
spect of her releasing of her jointure of and in
the premises, which was to be paid every half
year unto the said B. for and during her natural
life; in case the said F L lived who is survivor,
and

and after her decease the said fourscore pounds *per annum* to be paid to the said Defendant F L for and during his natural life and to such women as he should take to wife, in case the said F married and died before such a wife, for and during her natural life, for and in lieu of her joynture, with divers other covenants and conditions contained in an Indenture made the, &c. between the said B L and F L on the one part, and the said W C on the other part, to which this Defendant in all things referreth himself, as therein more at large the same doth & may appear. And amongst the rest it is covenanted and agreed between the parties to the said Indenture, that after the death of the said F and of his said wife, if he did marry, then the said one thousand pounds to remain to the issue of their two bodies lawfully begotten; and if they have no issue then living, then the said one thousand pounds is to go according to the true intent and meaning of the said last recited Indenture: and if the other Defendant R L this Defendants second Brother should happen to die, surviving the said F then the said one thousand pounds is to remain in the hands of the said F. forever; and for the better securing of the payment of the said fourscore pounds *per annum*, and of the said one thousand pounds, the said W C in and by the said last recited Indenture, did grant bargain, sell, enfeoff and confirme unto the said B this defendants mother, and to the said F L his heirs and assigns for ever, all that piece or parcel of pasture ground lying in C aforesaid, commonly called or known by the name of, &c. then in the tenure or occupation of this Defendant, to which said Indenture this defendant referreth himself, as will more at large appear. And this Defendant saith, that the said W C well knowing that he was there-

thereunto bound by this agreement, during his life-time did justly and truly pay the said fourscore pounds *per annum* unto the said B this defendants mother, by half yearly payments during her life-time, who died about, &c. since, &c. and by and after the decease of the said F L this defendants brother by the advice and council of the complainant himself, by this deed of assignment with a letter of Attorney bearing date the, &c. did for and in consideration of the summe of eight hundred and threescore pounds, part of the said purchase money which the said F L did agree to pay unto this Defendant, in respect this defendant joined in the sale of the said Mannor, Lands and premises, and did enter into a bond of fourscore pounds, for payment thereof, and of other moneys to this defendants brother accordingly, did grant and assign unto this defendant and his heirs and assigns, the said fourscore pounds *per annum*, during the life of this defendants said brother F as in and by the said deed of assignment (relation being thereunto had) at large the same doth and may appear. And this defendant saith, that after the said assignment so made unto this defendant, the said W C did by himself and his servant, and other on this behalf during all his life-time, pay the said fourscore pounds *per annum* to this defendant: and this defendant is perswaded, had not the said W C well known that the said fourscore pounds *per annum* was due to have been paid by him; that he would not have paid the same to this defendant. And this defendant saith, that after the death of the said W C I C his son and heir, or some other on his behalf did pay the same unto this defendant, and this defendant believeth the complainant hath some conveyance of the said premises from the said I C but for what consideration

this defendant knoweth not, and saith, that the complainant himself sithence the said purchase hath paid the same to this Defendant, and therefore this Defendant conceiveth that he is unjustly troubled touching the premises. And this defendant saith, that therefore (under favour,) this defendant conceiveth, that the said fourscore pounds *per annum*, and also the said one thousand pound, leured by part of the premises bargained and sold as aforesaid, it being so long before the statute made for reducing interest money from eight to six in the hundred, and the same fourscore pounds *per an.* being (as this Defendant conceives) due as parcel of the contract for the said lands assigned over to this Defendant for great and valuable considerations, the same shall not now be infringed, broken or repealed for the causes in the bill mentioned, or for any causes whatsoever, the rather for that this Defendant and his brother, upon the considerations and conditions aforesaid did bargain & sell the said Mannors, lands, and premises at an under-value, Without that, that any other matter or thing in the said bill of complaint contained material or effectual in the Law, for this Defendant to make answer unto and not herein before sufficiently answered unto, confessed and avoided, traversed or denied, is true in such manner and form as in the said bill is alladged and this Defendant prayeth to be dismissed out of this honourable Court, with his reasonable costs and charge in this behalf most wrongfully sustained.

*The beginning and conclusion of a bill in Chancery,
To the right honourable the Lords Commissioners
of the great Seal of England.*

SHeweth unto your Lordships, your Orator E. L
Of the City N in the County of W Gentleman

leman, and M his wife, whereas, &c. The conclusion. May it therefore please your good Lordships to grant to your said Orator process of *Sub poena*, to be directed unto the said W C thereby commanding him (or them and every of them) at a certain day, and under a certain pain therein to be limited, personally to appear before your Lordships in this high and honourable Court of Chancery, to answer the premises, and further to stand unto and abide such order, direction and award concerning the same, as unto your Lordships shall seem meet, and your Orators shall daily pray for the long continuance of your Lordships prosperous estate.

A Lease of a Mill.

THIS Indenture made, &c. between Sir T C of, &c. Knight, and L his wife, of the one part, and J A of, &c. of the other part, witnesseth, that the said Sir T C and L for and in consideration of the rent and covenants hereafter in these presents expressed, and also for divers other reasonable considerations them thereunto moving, Have demised, granted and unto farm-letten, and by these presents do for them, their, &c. demise grant and to farm let, unto the said J A all that their grist, Water mill and Mills, being two grist mill under one Roofe, commonly called or known by the name S Mill with the appurtenances, situate and being in the Parish of, &c. sometimes in the tenure or occupation of one E D and now or late in the tenure or occupation of N C or his assigns, and the ground and soile whereupon the said Mill and Mills do stand, containing by estimation one fourth part of an acre, be it more or less, and also all the scite of Mill, as well customary as conventional of all the Tenants of that Mannor of D in the

said County and all the toll and custome for grinding of all the Corn and Grain whatsoever, as well of all the tenants and Under-tenants of the said Mannor, now being or which hereafter at any time shall be, during the term by these presents demised, as of all the inhabitants now dwelling or abiding, or which hereafter shall dwell or abide within the said mannor of D^aforelaid, & also all tol, benefite and custome for grinding of Corn and Grain whatsoever, and also all and singular hed-wares, and Mill-ponds, and the soile whereof the said hed-wares and Mill-ponds do stand and are builded, and all hed-wares hereafter to be builded, and the soile and earth thereof, and all Mill-pooles, Mill-dams, Stanks, Banks, Ponds, Streams, Water, Water-courses, Rivers, Fishing, Fishing-places, Waies, Paths, passages, Easements, Profits, Commodities, Advantages, Emoluments and Appurtenances whatsoever to the said Mill and other the premises by these presents, demised and granted, or any of them, or to any part or parcel thereof incident, belonging or appertaining, or with the same now or at any time heretofore let, used, occupied, had, taken, reputed or enjoyed, To have and to hold the said Mill, and the ground and soile thereof, with the appurtenances, and the said site or Mill of all the tenants of the said Mannor, and the said toll and custome of grinding of all Corn and Grain of the said Tenants and Inhabitants aforesaid, and all toll and custome of grinding of all Corn and Grain whatsoever, and the said Wares, Mill-dams, Mill-ponds, and the ground and soile thereof; Mill-pools, Stanks, Banks, Rivers, Streams, Waies, Passages, fishings, and all and singular other the premises herein before mentioned or intended to be hereby demised and granted, and every part and parcel thereof, with the

the appurtenances unto the said T A his Executors, Administrators and Assignes, from the Feast day of, &c. last past before the date hereof, for and during, and unto the full end and term of, &c. from thence next ensuing, and fully to be compleat and ended; yielding and paying therefore yearly during the said term, the yearly rent or summe of, &c. at two of the most usual Feasts or terms of payment in the year, that is to say, at the Feast &c. by even and equal portions, the first payment thereof to begin and to be made at or on the Feast day of, &c. next ensuing the date hereof: and if it shall happen the said yearly rent of, &c. or any part thereof to be behind and unpaid by the space of 14. daies next over or after any of the said Feasts or daies of payment, wherein the same ought to be paid as aforesaid, being lawfully demanded, that then and from thenceforth and at all times afterwards it shall and may be lawful to and for the said T C and D his wife, or either of them, their or either of their heirs, executors, &c. into the said demised premises, and every part and parcel thereof to re-enter, and the same to have again, detain and possesse, as in his, her or their first and former estate; and the said T A his, &c. thereout and from thence utterly to expel, put out and amove, these presents or any thing herein contained to the contrary thereof in any wise notwithstanding. And the said T A for himself, his, &c. and for every of them doth covenant, promise and grant, to and with the said Sir T C and D &c. by these presents in manner and form following: That is to say, that he the said T A his, &c. shall and will from time, to time, during the said term of, &c. hereby granted, do and make his and their suit and service, for and in respect of the premises, to the Court and Courts of the said Sir T C and D and their heirs to be

kept and holden within the said Mannor of D upon such reasonable warning as there is given or used, or else in default and neglect thereof, shall and will yearly during the said terme, pay or cause to be paid unto the said Sir T B and D and their heirs, the sum of, &c. if it be demanded, and the said T A doth for himself, his, &c. further covenant, promise and grant, to and with the said Sir T C and D that he the said T A his, &c. within the space of three years next ensuing the date thereof, shall and will at his and their own proper costs and charges, lay out, disburse and bestow upon, about and in reparings, bettering and amending the said Mill or Mills before hereby demised, where most need shall be required, the sum of, &c. and also that he the said T A his, &c. at his and their like proper costs and charges shall and will well and, &c. repair, amend, maintain, uphold and keep the said Mills to be repaired and amended as aforesaid, and all other the afore demised premises with the appurtenances, in, by and with all and all manner of needful & necessary reparations & amendments whatsoever, when and as often as need shall require, during the said term, and the same Mills, and other the premises with the appurtenances, so being well and sufficiently repaired, upholden and amended in the end or other determinations of this present lease shall and will leave and yield up unto the said Sir T C and D or one of them, their or one of their heirs or assignes. And the said T A for him, his, &c. doth likewise covenant and grant to & with the said, &c. that he the said T A his, &c. shall and will well and truly pay, or cause to be paid to the said, &c. his &c. the said yearly rent of, &c. in manner and form as is before in these presents expressed, limited and declared. And the said Sir T C and D do for them and their heirs and assignes, covenant and grant to and with

the said T A his, &c. that in case any of the Tenants or inhabitants of the said Mannor of, &c. shall and do at any time, during the said term hereby granted, withdraw or surcease to do suit of Mill to the said Mill, or to bring & carry, or cause to be brought and carried their corn and grain whatsoever to the said Mill or Mills by these presents demised, there to have the same ground, or shall carry the same to any other place or places, to any Mill or Mills to be ground, then the Steward or Stewards of the said Mannor for the time being, shall and will upon all & every the presentment and presentments thereof, make, set and impose upon every such Tenant and Tenants and inhabitants, so withdrawing and not doing his or their suit or suits of Mill to the said Mill or Mills, such lawfull or reasonable Fine and Fines, Amerciament and Amerciaments from time to time, as in such case is lawfull and usual, and the same fines or amerciament so imposed, shall receive or leavy, and being so recited or levyed, pay and deliver the same or so much thereof as the said T A his, &c. shall be prejudiced or damnified by reason of such withdrawing, as aforesaid, unto the said T A his, &c. And lastly, the said Sir T C and D for them, their, &c. do covenant, promise and grant to and with the said, &c. by these presents, that the said T A his, &c. and every of them, for and under the payment of the said yearly rent of, &c. above by these presents reserved in manner and form aforesaid, & performing fulfilling & keeping, & singular the covenants, grants articles, clauses & agreements before in these presents contained, which on his and their parts are & ought to be observed, performed, fulfilled and kept, shall and may lawfully, peaceably and quietly have, hold, occupy, possesse and enjoy all and singular the said demised premises and every part and parcel

parcel thereof, with their and every of their appurtenances, without lawfull let, suit, trouble, eviction, ejection, molestation or interruption whatsoever of them the said T C and D or either of them, their or either of their Heirs or assigns, or any of them, or any other person or persons, whatsoever claiming or to claim from, by or under him, her, them, or any of them, or for or by reason of his, her, their or any either of their, acts, titles, means, assent, consent or procurement. In witnesse, &c.

A single Obligation from one to two.

K Now all men by these presents that I A B of the Parish of D in the County of E Husbandman do stand and am firmly bounden and obliged to F G of H in the County of E Yeoman, in the sum of fifty and one pounds and ten shillings of good and lawfull money of England, to be paid to the said F G or his true and lawful Attorneys Executors or Administrators; to the which payment well, faithfully and truly to be made, I do bind me, my heirs, executors and administrators firmly by these presents. Sealed with my seal. Dated the fifth day of October in the year of our Lord God, one thousand six hundred fifty and one.

An Obligation from two to one.

K Now all men by these presents, that we A B of the Parish of C in the County of E Gentleman, and F G of the Parish of H in the County aforesaid, Esquire, do stand and are firmly bounden and obliged unto Sir H I of the Parish of K in the said County of E Knight, in the summe of one hundred and three pounds of good and lawfull money of England.

England to be paid to the said Sir H I or his true and lawfull Atturney, executors and administrators, to the which payment well and truly to be made, we bind our selves and either of us by himself jointly and severally for the whole, and in the whole, our and either of our heirs, executors and administrators, and every of them firmly by these presents, Sealed with our Seals. Dated the tenth day of *Septem.* in the year of our Lord God, one thousand six hundred fifty and one.

An Obligation from three to one.

K Now all men by these Presents, that we A B of C in the County of D widow, E F or G in the said County single woman, H I of G aforesaid in the said County Mercer, do stand and are firmly bound and obliged unto K L Citizen and Merchant Adventurer of *London*, in the summe of 400 l. of good and lawfull money of *England*, to be paid to the said K L or his true and lawfull Atturney, executors or administrators, to the which payment well and truly to be made, we do bind us and every and either of us jointly and severally, for and in the whole, our and every and either of our heirs, executors, and administrators, and every of them firmly by these presents Sealed with our seals. Dated the fifteenth day of *October*, in the year of our Lord God, one thousand six hundred fifty and one.

A Condition for replevying goods.

W Hereas the above named G S by vertue of his office, as Steward or Clerk of the Manor, &c. upon several complaints and allegations of the above bound T H hath granted forth several precepts

precepts for the replevyng of divers and sundry of the goods and chattels, &c. detained by one, &c. Now therefore the Condition, &c. that if the said, &c. do with effect prosecute the action which he hath commenced against the said, &c. concerning the said goods, and shall also make due return of the same, if return by law shall be adjudged, and him the said G S from time to time, and at all times hereafter, do and shall save, defend and keep harmlesse and indemnified, against all men concerning the said goods and chattels, and the several replevies therefore granted; That then, &c.

Another Condition for replevyng of cattel.

THE Condition of this Obligation is such, that whereas W H Gentleman, hath impounded one Mare, two Colts, and two Naggs of the goods and cattels of I P Clerk at Helwels pound within the liberty of Week-reg, and thereupon a Replevin is orderly granted to the Bayliff of the said liberty, for delivery of the said cattels unto the said I P if therefore the said I P do and shall follow the suit with effect against the said M H for the taking and with-holding of the said Mare, two Colts and two Naggs, and return the same, if the return thereof shall be so adjudged according to the Statute in that case made and provided, and also save & keep harmlesse the above named Sir W H Knight, High Sheriff, his Deputie, Deputies and other Officers of the same Court of the said Mannor, for, touching and concerning the granting of the said Replevin of the said Mare, two Colts and two Naggs, and every thing else concerning the same without fraud; that then this Obligation to be void and of none effect, or else to remain in full force and vertue.

A condition to pay the moiety of the debt when it shall be received.

W Hereas E B of, &c. by one Obligation bearing date the, &c. (reciting the Bond) and whereas the moiety or one half part of the said summe of, &c. is due and payable unto the within named, &c. as money by him lent unto the said F and whereas the said, &c. before the enscaling of the same recited Obligation, did consent and agree that the said Obligation should be made onely in the name of the said T L and the said T L to give his Obligation to the said R G for the same moiety or half part of the said debt. Now if the said T L his, &c. or any of them, do well and truly pay unto the said R his &c. the sum of, &c. at or in, &c. being the moiety of the said, &c. on the, &c. or with as much convenient speed as he the said T his, &c. can or may, next after he or they or any of them, shall have received the said summe of, &c. in the condition of, &c. specified, with such interest as shall be due for the moiety thereof. And if the said summe of, &c. shall not be paid at one entire payment on the said, &c. according to the Condition of the said Obligation, then if the said his, &c. do and shall well and truly pay unto the said, &c. his, &c. without any delay the moiety of such part thereof as he or they shall or may receive from time to time, &c. that then, &c.

Articles of agreement intended, made, concluded and fully agreed upon the 10. day of, &c. Between E M of, &c. and R A of London Merchant, &c.

W Hereas the said E M the day of the date hereof, hath freely given and delivered un-

to the said R A the sum of, &c. to the intent and purpose that he the said R A shall accept and take into his service to be employed in merchandizing affairs, W M son of her the said E M in consideration whereof, but more especially at her request, and of the affection that the said R A beareth to the said W M he the said R A is contented and agreed to accept and take the said W M to be his servant in Merchandizing affairs and other businesses, and accordingly to employ him therein, not only in *England*, but in the parts beyond the Seas, where the said R A now tradeth, or hereafter shall trade, and that for the term or space of seven years to be accounted from, &c. next ensuing the date of these presents, &c. & thereupon the said E M for her self, her Executors and administrators, doth covenant and grant to and with the said R A his, &c. by these presents, that the aforesaid W M her Sonne, shall during all the said terme (if he so long live) well, diligently and faithfully to the uttermost of his power and skill, serve him the said R A in the trade of merchandizing and other his affairs, at such place or places, either beyond the Seas, or on this side where the said R A shall design and appoint him, and without absenting himself out of his said service or employment, or neglecting the same: and that he the said W M at all times hereafter, during the said terme, shall from time to time, not only receive & take into his charge and custody all & every such goods & merchandizes whatsoever, as by or for the use or account of the said R A shall be consigned or sent to him the said W M but also sell, utter and dispose of the same goods or Merchandizes to the most profit he can for the said R A his, &c. and shall also from time to time and at all times, during the said term, follow and perform

form all and every such advice, directions, orders, and Commissions, as the said R A shall by letter of advice or otherwise give, send or make known to him the said W M in, about or concerning the factory or Merchandizing aforesaid, and also that he the said W M shall at the charges of the said R A his, &c. provide and keep, in due orderly manner, books of accompt touching his said employments in merchandizing as aforesaid, according to the custom of Merchants in such cases used, and shall deal justly, truly, plainly and faithfully to and with the said R A his, &c. in all and every his accompts, reckonings, bargains, buying, selling, doings and dealings in and about his said employment in merchandizing as aforesaid, and shall from time to time, once in every six monthes or oftner, transmit and send unto the said R A his, &c. true accompts and reckonings of all the businesses and dealings of the said W M in the premises, and shall also send letters of advice of the said R A so often as conveniently he may or can, of all matters and occurrences that shall necessarily arise concerning his service or employment, and shall also returne and come to *England*, and bring all his bookes of accompts with him whensoever he shall be thereunto advised and required by the said R A his, &c. by letters missive or otherwise: and that the said W M shall from time to time upon every reasonable request, not onely shew forth all his books of accompts concerning all his doings and dealings as aforesaid, and make and give unto the said R A his, &c. a just, true, plain and perfect accompt and reckoning in writing, of, for and concerning all and every such goods, wares, money, debts and Merchandizes whatsoever, as well of the said R A for his own proper use, or jointly with any others, which shall

shall hereafter come to the hands, charge or factory of him the said W M or for which he the said W M may or ought to be accountable unto the said R A his, &c. And moreover, that he the said W M. shall within, &c. next after the making and giving up every such accompt as aforesaid, well and truly satisfie, pay and deliver unto the said R A his, &c. all & every such goods, wares, moneys, debts, merchandizes, specialties and other things whatsoever as by or upon the foot of the same accompt shall appear, or be found to be due coming or belonging to him the said R A his, &c. by or from the said W M in any manner of wise.

Item, the said E M for her self, her, &c. doth covenant, promise and agree, to and with the said R A his, &c. by these presents, that she the said E M her, &c. at her and their own proper costs and charges shall and will find, provide and allow unto and for her said son decent and fitting linnen, woollen and all other apparel of all sorts fitting for him in his service and imployment, during the said term. Item, the said R A doth covenant, &c. to find and provide unto the said, &c. competent and fitting meat, drink, washing and lodging and all other necessaries (apparel only excepted) during all the said term. In witnesse, &c.

Bonds must be entred into, for performance of the Articles aforesaid.



FINIS.

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